1711

FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building May 20, 2015, Work Session at 4:00 pm Regular Meeting at 7:00 pm

TAB AGENDA ITEMS

CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

WORK SESSION

FUSD Finances and Structural Updates / County Infrastructure Updates - Wayne Stephens, Public Works Director & County Engineer

RECESS FOR DINNER & CLOSED SESSION

CLOSED MEETING

TBD

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2 - ADOPTION OF AGENDA

3 - COUNTY ADMINISTRATOR'S REPORT

4 - BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 - PUBLIC HEARING

- I VDOT Six Year Plan—Joel DeNunzio, VDOT Charlottesville Residency Administrator
- J SUP 15-01: Stubben North America Steve Tugwell, Senior Planner
- K VACo/VML Virginia Investment Pool Ordinance—Eric Dahl, Finance Director

7 - ACTION MATTERS

- Waste Water treatment Plant (WWTP) Agreement with Fluvanna County Public Schools Wayne
 Stephens, Public Works Director & County Engineer
- M Cost Recovery Billing Company Contract Joe Rodish, Purchasing Officer & Cheryl Elliott Wilkins, Emergency Services Coordinator
- Mc Appointment to the JAUNT Board—Kelly Belanger Harris, Clerk to the Board
- N Appointment to the Economic Development Authority (EDA), At Large—Kelly Belanger Harris, Clerk to the Board
- O Appointment/Reappointment to the Piedmont Workforce Investment Board—Kelly Belanger Harris, Clerk to the Board
- P Appointment to the Parks and Recreation Advisory Board—Kelly Belanger Harris, Clerk to the Board

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

- Q Cash Flow and Investment Brief—Linda Lenherr, Treasurer
- R Columbia Task Force Update—Pat Groot, TJPDC

Fluvanna County...The heart of central Virginia and your gateway to the future!

- S Barking Dogs Ordinance Jay Lindsey, Planner
- T Public Boat Ramps—Jason Smith, Director Parks and Recreation

9 - CONSENT AGENDA

- U Minutes May 6, 2015 Meeting—Kelly Belanger Harris, Clerk to the Board of Supervisors
- V Adoption of Road Name -Erreston Farm Lane-Steve Nichols, County Administrator
- W Resolution Recognizing Derek Maxwell Windingland Kelly Belanger Harris, Clerk to the Board of Supervisors
- XY CRMF Request for PG House Well Wayne Stephens, Public Works Director & County Engineer
- Z Accounts Payable Report, May 2015—Eric Dahl, Finance Director

10 – UNFINISHED BUSINESS

TBD

11 - NEW BUSINESS

A Proclamation for Virginia Organizing's 20th Anniversary - Mozell Booker, Chair, Board of Supervisors

12 - PUBLIC COMMENTS #2 (5 minutes each)

13 - CLOSED MEETING

Real Estate and Legal Matters

14 - ADJOURN

Steven M. Nichols 2015.05.14 13:51:20

County Administrator Review

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

ORDER

- 1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
- 2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
- 3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
- 4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE

- The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
- A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.

2. SPEAKERS

- Speakers should approach the lectern so they may be visible and audible to the Board.
- Each speaker should clearly state his/her name and address.
- All comments should be directed to the Board.
- All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
- Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
- Speakers with questions are encouraged to call County staff prior to the public hearing.
- Speakers should be brief and avoid repetition of previously presented comments.

3. ACTION

- At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
- The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
- Further public comment after the public hearing has been closed generally will not be permitted.

Fluvanna County...The heart of central Virginia and your gateway to the future!

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| AGENDA TITLE: | VDOT Seconda | ary Six Year Plan | | | | | | |
|----------------------|---|-------------------|------------------------------------|--|-----------------|--|--|--|
| MOTION(s): | (2015/16 throu | ugh 2020/21)an | d VDOT Constru | Secondary Six-Y ction Priority Lis the 1950 Code o | st (2015/16) as | | | |
| | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | | |
| AGENDA CATEGORY: | XX | | | | | | | |
| STAFF CONTACT(S): | Robert Popowio | z, Community De | velopment Direct | or | | | | |
| PRESENTER(S): | - | | Residency Admir lanning Coordin | | | | | |
| RECOMMENDATION: | Approve | | | | | | | |
| TIMING: | Normal | Normal | | | | | | |
| DISCUSSION: | Deletions, addi | itions or change | s to VDOT propo | sed work. | | | | |
| FISCAL IMPACT: | None. | | | | | | | |
| POLICY IMPACT: | In compliance v | vith state code. | | | | | | |
| LEGISLATIVE HISTORY: | Re-occurring pla | an as required of | State Code of Virg | inia | | | | |
| ENCLOSURES: | VDOT Secondary Allocations Resolution for | adoption of the | County Construc | ction Program Esti accordance with ginia | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | | | |
| <u> </u> | I | | l | I | 1 | | | |

Secondary System Fluvanna County Construction Program Estimated Allocations

| Fund | FY2016 | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 | Total | |
|--|-----------------|----------|-----------|-----------|-----------|------------|-----------|--|
| CTD Formula Unpayed State | 044.407 | \$17.661 | \$20,188 | \$21,757 | \$20,911 | | \$94,984 | |
| CTB Formula - Unpaved State Secondary Unpaved Roads | \$14,467 \$0 | \$17,001 | \$20,186 | \$0 | \$0 | \$0 \$0 | \$0 | |
| TeleFee | \$80,395 | \$80,395 | \$80,395 | \$80,395 | \$80,395 | \$80,395 | \$482,370 | |
| Formula State Funds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| | <u> </u> | | | | | | | |
| Total | \$94,862 | \$98,056 | \$100,583 | \$102,152 | \$101,306 | \$80,395 | \$577,354 | |

Board Approval Date:

| Resident Engineer | Date | DRAFT |
|----------------------|------|-------|
| | | |
| County Administrator | Date | |

District: Culpeper

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

DRAFT

County: Fluvanna County

| Board Approval Date: | | | | | 2015-16 through 2020-21 | | | | | | | | |
|--|--|----------------------------|--|-----------------------|-------------------------|------------|----------|--------------|-------------|------------|----------|-------------|--|
| Route | Road Name | Estim | ated Cost | Previous | Additional | | PRO | ECTED FISCAL | YEAR ALLOCA | TIONS | | Balance to | Traffic Count |
| PPMS ID | Project # | | | Funding | Funding | | | | | | | complete | Scope of Work |
| Accomplishment | Description | | | | Required | l . | | | | | | | FHWA# |
| Type of Funds | FROM | | | SSYP Funding | | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | | Comments |
| Type of Project | то | | | Other Funding | | | | | | | | | Į. |
| Priority # | Length | Ad | l Date | Total | | | | | | | | | í |
| Rt.0600 | NORTH BOSTON ROAD | PE | \$324,846 | | | | - | OIGT . | * | | <u> </u> | | 750 VDD 7/45/0000 |
| 90431 | 0600-032-567, C-501 | RW | \$150,000 | | | | | | | | | | 750 VPD 7/15/2008 RECONSTRUCTION |
| RAAP CONTRACT | RTE 600 - MINOR WIDENING | CON | \$1,637,329 | | l . | | | | | | | | RECONSTRUCTION |
| | 1 | | | | l . | | | | | | | | l |
| | ROUTE 616 | Total | \$2,112,175 | \$2,083,066 | \$29,109 | \$29,109 | \$0 | \$0 | \$0 | \$0 | \$0 | SO | ı |
| | | | | | l . | | | | | l . | | | |
| SECONDARY - ONE HEARING DESIGN | ROUTE 633 | | | | ı | | | | | l . | | İ | ı |
| 0001.00 | 1.03 | | | | | | | | | | | | |
| Rt.0633 | NORTH BOSTON ROAD | PE | \$375,000 | | | | | | | | | 100 | 1500 VPD 07/15/2008 |
| 90430 | 0633-032-566, C-501 | RW | \$200,000 | | | | | | | | | | RECONSTRUCTION |
| RAAP CONTRACT | RTE 633 - MINOR WIDENING | CON | \$2,263,608 | | | | | | | 1 | | | 1 |
| | | | | | | | | | | | | | l |
| | ROUTE 600 | Total | \$2,838,608 | \$0 | \$2,838,608 | \$51,286 | \$80,395 | \$80,395 | \$80,395 | \$80,395 | \$80,395 | \$2,385,347 | l |
| SECONDARY - ONE HEARING DESIGN | ROUTE 631 | | | | | | | | | | | l . | l |
| 0002.00 | 2.00 | | | | | | | | | | | 1 | l |
| Rt.1007 | STONELEIGH ROAD | PE | \$11,360 | | | | | | | | | | 70 VPD 7/8/2008 |
| 105796 | 1007 020 001 N F01 | RW | \$0 | | I | | | | Į. | | | | 7 0 7 1 20 7 7 6 7 20 00 0 |
| 100100 | 1007-032-P01, N-501 | HVV | 40 | | | | | | 1 | | | | RESURFACING |
| SF / HIRED EQUIP. | RTE 1007 - RURAL RUSTIC RD | CON | \$181,383 | | | | | | | | | | RESURFACING |
| SF / HIRED EQUIP. | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- | CON | \$181,383 | \$192.743 | so | \$0 | so | so | so | so | \$0 | so | |
| | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI, E. ROUTE 15 | | | \$192,743 | so | \$0 | so | \$0 | so | SO | SO | so | RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- | CON | \$181,383 | \$192,743 | \$0 | \$0 | so | \$0 | so | so | SO | 6336 | RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI, E. ROUTE 15 | CON | \$181,383 | \$192,743 | so | \$0 | \$0 | \$0 | so | \$0 | \$0 | 6336 | RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 | CON | \$181,383 | \$192,743 | 50 | \$0 | \$0 | \$0 | so | \$0 | \$0 | 6336 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI, E. ROUTE 15 ROUTE 601 | CON Total | \$181,383 \$192,743 | \$192,743 | \$0 | \$0 | \$0 | \$0 | so | SO | \$0 | 6336 | RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 Rt.0714 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD | CON Total PE | \$181,383 \$192,743 \$6,000 | \$192,743 | \$0 | \$0 | so | \$0 | so | so | \$0 | 6336 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 Rt.0714 105795 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 | CON Total PE RW | \$181,383 \$192,743 \$6,000 \$0 | \$192,743 | \$0 | \$0 | so | \$0 | so | SO | so | 6336 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 RI,0714 105795 SF / HIRED EQUIP. S | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 | CON Total PE RW | \$181,383 \$192,743 \$6,000 \$0 | \$192,743 \$50,000 | \$0 \$0 | \$0 \$0 | so so | \$0 \$0 | so so | \$0 \$0 | so so | 6336 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) | CON Total PE RW CON | \$181,383 \$192,743 \$6,000 \$0 \$44,000 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 RI.0714 105795 SF / HIRED EQUIP. S | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 | CON Total PE RW CON | \$181,383 \$192,743 \$6,000 \$0 \$44,000 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 Rt.0714 105795 SF / HIRED EQUIP. S NO PLAN,SECONDARY | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE | CON Total PE RW CON | \$181,383 \$192,743 \$6,000 \$0 \$44,000 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO PLAN, SECONDARY 0004.00 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 | CON Total PE RW CON Total | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO PLAN, SECONDARY 0004.00 Rt.1102 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 FAYETTE STREET 1102-032-P04, N-501 RTE 1102 - RURAL RUSTIC RD | PE RW CON Total | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO PLAN, SECONDARY 0004.00 RL1102 107315 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 FAYETTE STREET 1102-032-P04, N-501 | PE RW CON Total | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 \$15,000 \$0 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO PLAN, SECONDARY 0004.00 RL1102 107315 | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 FAYETTE STREET 1102-032-P04, N-501 RTE 1102 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 1103 | PE RW CON Total | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 \$15,000 \$0 | | | 927 | | | | | | 6785 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 |
| SF / HIRED EQUIP. S NO PLAN,SECONDARY 0003.00 RL0714 105795 SF / HIRED EQUIP. S NO PLAN,SECONDARY 0004.00 RL1102 107315 SF / HIRED EQUIP. S NO | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 FAYETTE STREET 1102-032-P04, N-501 RTE 1102 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE TREAT NON- HARDSURFACE TREAT NON- HARDSURFACE RD) | PE RW CON Total PE RW CON | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 \$15,000 \$0 \$204,059 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | 50 | \$0 | \$0 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 VPD 6/24/08 RESURFACING |
| SF / HIRED EQUIP. S NO PLAN, SECONDARY 0003.00 RI.0714 105795 SF / HIRED EQUIP. S NO PLAN, SECONDARY 0004.00 RI.1102 107315 SF / HIRED EQUIP. S | RTE 1007 - RURAL RUSTIC RD (SURFACE TREAT NON- 0.09 MI. E. ROUTE 15 ROUTE 601 0.71 UNION CHURCH ROAD 0714-032-P02, N-501 RTE 714 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 640 END OF MAINTENANCE 0.15 FAYETTE STREET 1102-032-P04, N-501 RTE 1102 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) ROUTE 1103 | PE RW CON Total PE RW CON | \$181,383 \$192,743 \$6,000 \$0 \$44,000 \$50,000 \$15,000 \$0 \$204,059 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 | 50 | \$0 | \$0 | RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 6/26/2008 RESURFACING RURAL RUSTIC RESOLUTION RECEVIED JANUARY 21, 2015 60 VPD 6/24/08 RESURFACING |

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)



District: Culpeper

County: Fluvanna County

Board Approval Date:

2015-16 through 2020-21

| Board Approval Date: | | | | | 2015-16 through | n 2020-21 | | | | | | | months with a series |
|--|---|--------------|------------------------|---------------|-----------------|-------------------|---------------------|-----------------|-------------|----------|---------|-------------|--|
| Route | Road Name | Estima | ated Cost | Previous | Additional | | PRO | JECTED FISCAL | YEAR ALLOCA | TIONS | | Balance to | Traffic Count |
| PPMS ID | Project # | | | Funding | Funding | | | | | | | complete | Scope of Work |
| Accomplishment | Description | | | | Required | | l | | | | | | FHWA # |
| Type of Funds | FROM | | | SSYP Funding | | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 1 | Comments |
| Type of Project | то | | | Other Funding | | | l | | | | | l | |
| Priority # | Length | Ad | Date | Total | | | | | | | | | |
| Rt.0680 | MIDDLE FORK ROAD | PE | \$15,000 | | | | | | | | | | 73 VPD 4/14/15 |
| T16643 | 0680-032-P05, N-501 | RW | \$0 | | | l . | l | | | | | | RESURFACING |
| SF / HIRED EQUIP. | RTE 680 - RURAL RUSTIC RD (SURFACE TREAT NON- HARDSURFACE RD) | CON Total | \$300,000 \$315,000 | | \$315,000 | S 0 | \$17,661 | \$20,188 | \$21,757 | \$20,911 | \$0 | \$234,483 | |
| S NO PLAN SECONDARY | ROUTE 639 END STATE MAINTENANCE | rotar | \$315,000 | 30 | \$315,000 | \$0 | \$17,001 | \$20,100 | 321,737 | 320,911 | 30 | 3234,463 | RESOLUTION NEEDED |
| 0006.00 | 1.20 | | | | | | | | | | | | |
| Rt.0656 | BREMO ROAD | PE | \$486,595 | | | | | | | | | | 250 VPD 6/24/08 |
| 51926 | 0656-032-101, C-501, D-601, D-602 | RW | \$169,196 | | | l . | | | | | | | BRIDGE REPLACEMENT(S) |
| CONTRACT | RTE 656 - BRIDGE REPLACEMENT | CON | \$1,952,455 | | | | l | | | | 1 | | |
| BROS | 0.025 MI. W. OF HOLMAN CREEK | Total | \$2,608,246 | \$654,771 | \$1,953,475 | 50 | 50 | \$0 | \$0 | \$0 | \$0 | \$1,953,475 | SUFF, RATING 42.1 POSTED 18 TON |
| SECONDARY - ONE HEARING DESIGN | 0.057 MI. E. OF HOLMAN CREEK 0.020 | | | | | | | | | | | | |
| 0007.00 Rt.0629 | DEEP CREEK ROAD | PE | \$700,000 | | | | | | | | | | |
| 104848 | 0629-032-585, B-635 | RW | \$200,000 | | | | l . | | | | | | 160 VPD 7/17/08 |
| CONTRACT | RTE 629 - BRIDGE | CON | \$1,557,000 | | | | l . | | | | | | BRIDGE REPLACEMENT |
| CONTINCT | REPLACEMENT | 00,1 | 0.1,00.1,000 | | | | l | | | | | | |
| BROS | STRUCTURE OVER MIDDLE FORK OF KENTS BRANCH | Total | \$2,457,000 | \$154,903 | \$2,302,097 | \$1,000,000 BR | \$653,500 BR | \$648,597 BR | \$0 | \$0 | \$0 | \$0 | SUFF, RATING 21,1 POSTED 11 TON |
| SECONDARY - ONE HEARING DESIGN 0008.00 | | | | | | | | | | | | | |
| Rt.4003 | | PE | \$0 | | | | | | | | | | |
| 99889 | 1204003 | RW | \$0 | | | | l | | | | | | |
| | COUNTYWIDE RURAL ADDITIONS | CON | \$78,957 | | | | l | | | | | | |
| | VARIOUS LOCATIONS IN COUNTY | Total | \$78,957 | \$78,957 | so | S0 | S0 | so | so | \$0 | 50 | \$0 | RURAL ADDITIONS SECTION 33, 72.1. ROLLOVER OF FUNDS CAN BE FOR FIVE YEARS. |
| 9999.99 | | | | - | | | | | | | | | |
| Rt.4005 | | PE | \$0 | | | | | | | | | | |
| 99931 | 1204005 COUNTYWIDE ENGINEERING & | RW CON | \$0 \$57,477 | | | | | | | | | | _ |
| | SURVEY VARIOUS LOCATIONS IN COUNTY | Total | \$57,477 | \$57,477 | so | \$0 | so | \$0 | so | \$0 | so | \$0 | MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK, |
| 9999.99 | | | | | | | | | | | | | |
| | | | 274 | | | | (A) (A) (A) (A) (A) | | | | | | n 9/482 |

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

County: Fluvanna County

Board Approval Date:

District: Culpeper

2015-16 through 2020-21

| Route | Road Name | Estimat | ed Cost | Previous | Additional | | PRO | ECTED FISCAL | YEAR ALLOCA | TIONS | _ | Balance to | Traffic Count |
|-----------------|---|-----------|------------------|---------------|------------|---------|---------|--------------|-------------|---------|---------|------------|---|
| PPMS ID | Project # | l | | Funding | Funding | | | | | | | complete | Scope of Work |
| Accomplishment | Description | l | | | Required | | | | | l | | | FHWA # |
| Type of Funds | FROM | l | | SSYP Funding | l | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | ŀ | Comments |
| Type of Project | то | l | | Other Funding | | | | | l | l | | | |
| Priority # | Length | Ad [| Date | Total | | | | | | | | | |
| Rt.4007 | | PE | \$0 | - | | | | | Î | | | | Ì |
| 99703 | 1204007 COUNTYWIDE TRAFFIC SERVICES | RW CON | \$0 \$591,787 | | | | | | | | | | _ |
| | VARIOUS LOCATIONS IN COUNTY | Total | \$591,787 | \$591,787 | \$0 | so | \$0 | so | \$0 | \$0 | \$0 | \$0 | TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS |
| 9999,99 | | | | | _ | | | | | | | | |
| Rt.4008 | | PE | \$0 | _ | | | | | | | | | |
| 99816 | 1204008 | RW | \$0 | | | l . | | | | | | | |
| | COUNTYWIDE RIGHT OF WAY ENGR. | CON | \$16,218 | | | | | | | | | | |
| | VARIOUS LOCATIONS IN COUNTY | Total | \$16,218 | \$16,218 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | USE WHEN IMPRACTICAL TO OPEN A PROJECT: ATTORNEY FEES and ACQUISITION COST. |
| 9999.99 | | | | | | | | | | | | | |





Fluvanna County Board of Supervisors

BOARD OF SUPERVISORS County of Fluvanna Palmyra, Virginia

RESOLUTION

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, May 20, 2014 in Palmyra, Virginia, the following action was taken:

| vveunesday, may 20, 2014 iii Faintyra, virginia, the following action was taken. |
|---|
| Present Mozell H. Booker, Chairman Bob Ullenbruch, Vice Chairman Mike Sheridan Tony O'Brien Donald W. Weaver |
| On a motion by seconded by and carried by a vote of the following resolution was adopted. |
| RESOLUTION VDOT Secondary Six-Year Plan (2015/16 through 2020/21) and VDOT Construction Priority List (2015/16) |
| WHEREAS , Section 33.2-364 of the 1950 Code of Virginia as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan; and |
| WHEREAS , this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2015/16 through 2020/21) as well as the Construction Priority List (2015/16) on May 20, 2015 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and |
| WHEREAS , Greg Banks, Secondary Programming Coordinator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2015/16 through 2020/21) AND Construction Priority List (2015/16) for Fluvanna County. |
| NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2015/16 through 2020/21) and Construction Priority List (2015/16) are hereby approved as presented at the public hearing. |
| Adopted this 20 th Day of May by the Fluvanna County Board of Supervisors |
| ATTEST: |
| Mozell H. Booker, |

(Seal) PUBLIC HEARING

Fluvanna County Board of Supervisors

Wednesday, May 20, 2015, at 7:00 p.m.

The Virginia Department of Transportation and the Board of Supervisors of Fluvanna County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint Public Hearing in the Circuit Court Room, located in the Fluvanna Courts Building, 72 Main Street, Palmyra, Virginia, at 7:00 p.m. on Wednesday, May 20, 2015. The purpose of this Public Hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2015/16 through 2020/21 in Fluvanna County, and on the Secondary System Construction Budget for Fiscal Year 2015/16. Copies of the proposed Plan and Budget may be reviewed at the Charlottesville Residency Administrator's Office of the Virginia Department of Transportation, located at 701 VDOT Way, Charlottesville, or at the Fluvanna County Administrator's Office located at 72 Main Street, Palmyra, Virginia.

All projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Persons requiring special assistance to attend and participate in this hearing should contact the Virginia Department of Transportation at 829-7616. Persons wishing to speak at this public hearing should contact the Fluvanna County Administrator's Office at 434-591-1910.

TO: Fluvanna Review

Advertise on the following dates: 7 & 14 May 2015 Authorized by: Fluvanna County Board of Supervisors

Bill to: Fluvanna County Administration

P.O. Box 540, Palmyra, VA, 22963

Kelly Belanger Harris

Clerk to the Board of Supervisors Fluvanna County, Virginia 22963 Email kharris@fluvannacounty.org

(434) 591-1910 ext. 1059 FAX (434) 591-1913

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| | 1 | | | | | | | |
|----------------------|--|-------------------|------------------------------------|---|-------------|--|--|--|
| AGENDA TITLE: | SUP 15:01 – St | ubben North An | nerica, Inc. | | | | | |
| MOTION(s): | I move that the Board of Supervisors [approve/deny/defer] SUP 15:01, a request to amend SUP 04:25, with respect to 34.501 acres of Tax Map 10, Section A, Parcel 54A, to amend condition # 4 by deleting the 2 nd sentence which reads, "The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors", and replace it with "specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday." [if approved] subject to the conditions listed in the staff report. | | | | | | | |
| | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | | |
| CATEGORY | X | | | | | | | |
| STAFF CONTACT(S): | Steve Tugwell, | Senior Planner | | | | | | |
| PRESENTER(S): | Steve Tugwell, | Senior Planner | | | | | | |
| RECOMMENDATION: | At its meeting on April 22, 2015, the Planning Commission recommended approval (4-0); Mrs. Eager moved to approve; Mr. Johnson seconded; Ayes: Eager, Gaines, Johnson, and Zimmer. | | | | | | | |
| TIMING: | Immediate decision requested at current meeting. | | | | | | | |
| DISCUSSION: | | • | | o allow for specia cres of Tax Map | • | | | |
| FISCAL IMPACT: | - | | | | | | | |
| POLICY IMPACT: | ApprovORDeny thORDefer th | nis request, prev | venting the spec | cial use permit to cial use permit to ision at a later da | be amended; | | | |
| LEGISLATIVE HISTORY: | Article 4 of the special use per Application wa | · Fluvanna Coun | ty Code (Zoning bruary 27, 2015 | | • | | | |

| ENCLOSURES: | Staff Report (w | Staff Report (with accompanying attachments) | | | | | | | |
|-------------|-----------------|--|------------|----|-------|--|--|--|--|
| | Legal | Finance | Purchasing | HR | Other | | | | |
| REVIEWS | | | | | х | | | | |



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors

Case Number: SUP 15:01

Tax Map: Tax Map 10, Section A, Parcel 54A

From: Steve Tugwell

District: Palmyra **Date:** May 20, 2015

General Information: This request is to be heard by the Board of Supervisors on

Wednesday, May 20, 2015 at 7:00 pm in the Circuit Courtroom in

the Courts Building.

Owner/Applicant: Stubben North America, Inc.

Representative: Jim Ehrmann

Requested Action: A request to amend SUP 04:25, with respect to 34.501 acres of Tax

Map 10, Section A, Parcel 54A, to delete the 2nd sentence of condition #4 and replace it to allow specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m.

Monday through Sunday.

(Attachment A)

Location: The affected property is located on west side of Wounded Knee

Lane approximately ½ mile north west of Route 631 (Troy Road).

(Attachment B)

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Distribution center for existing equestrian-related products

business.

Planning Area: Rural Residential Planning Area

Adjacent Land Use: Adjacent properties are all zoned A-1, Agricultural, General.

Zoning History: SUP 00-02 was approved on June 7, 2000 for equine-related

products, an amendment of conditions (SUP 01-05) was approved

June 20, 2001, an amendment to conditions (SUP 04-25) was approved on January 19, 2005.

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rural Residential Planning Area. According to this chapter, "Some mixed-use development may be possible at a very small, rural neighborhood scale, but most development is single-family or two-family residential projects with limited commercial uses". Additionally, "structures do not exceed two stories, and residential density is up to one unit every two acres gross (i.e., counting the acreage for the whole parcel), or six units per acre net (i.e., just the developable area, not including the permanent open space)."

Analysis:

This is a Special Use Permit application to amend the existing conditions of approval associated with SUP 04-25. The applicant is requesting to delete the 2nd sentence of condition #4 and replace it to allow specialty retail sales by appointment only.

Condition #4 currently reads as follows: "Regular (daily or weekly) influx of vendor or meeting traffic on the access road shall not be permitted. The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors". This amendment proposes to delete the 2nd sentence, and replace it with the following: "Specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday.

Additionally, "All retail sales traffic shall enter and exit via Wounded Knee Lane only", is added as a condition. Specialty retail stores is a use permitted by special permit in the A-1 zoning district, and Stubben North America, Inc. is a distributor of equestrian-related products including horse saddles. (Attachment C)

There is an existing building on this property that is approximately 200 x 75 in size, and the applicant is not proposing any new buildings with this amendment. Mr. Ehrmann has stated that he currently employs six (6) full-time people at this distribution center location. (Attachment D)

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject property is located within the Rural Residential Planning Area, within close proximity of existing agricultural and residential zoning and uses. The nearest residence is approximately 700 feet away from the existing distribution center building. The existing building is similar in scale and aesthetics to an agricultural accessory or equestrian building that is permitted by-right in the A-1 zoning district.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Specialty retail stores/sales is a use permitted by special use permit in the A-1 zoning district. There is an existing special use permit to allow for the distribution of the equestrian-related products, and this amendment would allow for retail by appointment only. This business has been operational for approximately 15 years, and is by appearance similar in use to a large horse stable or agricultural building that would be used for farm equipment, or storage.

Sec. 22-1-2 of the zoning ordinance states that the purpose of the zoning ordinance is "to protect against over-crowding of land". Furthermore, the zoning ordinance states its purpose is to "facilitate the creation of a convenient, attractive and harmonious community" requiring the upkeep of the property, free from debris. The site is well-kept and no additional buildings or expansions are proposed with this amendment. Additionally, the zoning ordinance states its purpose as "encouraging economic development activities". It may be perceived that the applicant is providing a service to the community by employing several people, and by providing their clients with a specialty product.

Neighborhood Meeting:

With the exception of the applicant, there were no other attendees at the March 18, 2015 neighborhood meeting.

Technical Review Committee:

At the March 19, 2015 Technical Review Committee meeting, The Fire Chief stated that he has no issue with this request;

VDOT did not have any comments regarding this request, as access to the site is via a private access easement:

Planning Staff inquired with regard to;

- a) Whether or not additional buildings or parking is proposed;
- b) The number of employees;
- c) What the hours of operation will be;
- d) By what access customers will enter and exit the property.

(Attachment D)

Planning Commission:

The Planning Commission discussed this SUP request at their April 22, 2015 meeting. There were no speakers with regard to this application. Ms. Donna Douma, representative for the applicant, spoke in regards to this application.

After a brief discussion, the Planning Commission voted to recommend approval of SUP 15:01 by a vote of 4-0.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter.

Recommended Conditions:

If approved, Staff recommends the following conditions (in italics) in addition to the existing conditions associated with SUP 04:25:

- 1. Total amount of floor area for all structures constructed on the parcel identified on County Tax Map 10, Section A, Parcel 54A that are used for the warehousing and distribution of equine related products shall not exceed fifteen thousand five hundred ten (15,510) square feet of interior floor area. No business related structure may be constructed on the parcel identified as Tax Map 10, Section A, Parcel 68.
- 2. At any one time, no more than fifteen (15) employees shall be permitted to work in the building or buildings constructed on County Tax Map 10 as Parcel 54A for the warehousing and distribution of equine related products.
- 3. At any one time, no more than fifteen (15) employees who work in the building or buildings constructed pm County Tax Map 10 as Parcel 54A or Parcel 68 shall be permitted to use private access road that connects Parcel 54A to state Route 631.
- 4. Regular (daily or weekly) influx of vendor or meeting traffic on the access road shall not be permitted. The warehouse shall not be used a display center that is open to regular (daily or weekly) visitors.— Specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday.
- 5. Any septic system and drain field will be constructed to commercial standards for up to fifteen (15) persons and must be approved by the Fluvanna County Health Department.
- 6. All structures on the parcel identified on County Tax Map 10 as Parcel 54A that are utilized for the warehousing and distribution of equine related products shall reflect the architectural style of the existing barn on the parcel.
- 7. No nighttime internal or external lighting of any kind shall be permitted to remain on between the hours of 8 p.m. and 6:00 a.m. unless employees are present on the premises or emergency conditions exist. There will be no 24-hour security lights of any kind installed on the building and may only be used during the hours otherwise permitted by this condition or during emergency situations, provided that such lights are not directed upward or toward adjacent property owners.

- 8. All parking for employees and visitors to the existing barn on the parcel identified on County Tax Map 10 as Parcel 54A shall be confined to the northern side of the existing barn.
- 9. No exterior security system that emits light or noise that can be detected on adjacent properties shall be installed.
- 10. No more than a total of ten (10) trucks per week shall be permitted to travel to and from the parcel identified on County Tax Map 10 as Parcel 54A to deliver inventory or to pick up shipment of product.
- 11. Deliveries to and pick-ups of products from the warehousing and distribution operation shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m.
- 12. The rights granted under the special use permit may only be exercised by one or more of the following persons or entities; Stubben North America, Inc., CTD A.G., Stubben Gmbh, a business entity wholly owned by Stubben family, or James J. Ehrmann (the "Potential Owners"). The special use permit may not be transferred, assigned, or otherwise conveyed to a person or entity that is not one pf the Potential Owners.
- 13. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
- 14. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
- 15. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
- 16. All retail sales traffic shall enter and exit via Wounded Knee Lane only.

Suggested Motion:

I move that the Board of Supervisors [approve/deny/defer] SUP 15:01, a request to amend condition # 4 by deleting the 2nd sentence which reads, "The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors", and replace it with "specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday." [if approved] subject to the conditions listed in the staff report.

Attachments:

- A Application, and APO letter
- B Aerial Vicinity Map
- C Existing conditions
- D Sketch plan
- E TRC comment letter, and email from the Fire Chief

Copy: Mr. James J. Erhmann., 2493 N. Boston Road, Troy, VA 22974; File



COUNTY OF FLUVANNA Application for Special Use Permit (SUP)

| Owner of Record: STUBBEN NOTH AMERICA / | Applicant of Record: Received |
|---|---|
| E911 Address: 1018 WOUNDED KNOE LANE TR | FO11 Add |
| Phone: 569-1356 Fax: 389-5524 | Phone: Fax: 27 2015 |
| Email: JIM & STUBBENNORTH AMERICA, COM | Email: Planning Dept. |
| Representative: | Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the |
| E911 Address: 2493 N. BOSTON RD TROY | applicant as the authorized agent for all matters concerning the request shall be filed with this application. |
| Phone: 6-4-240-2173 Fax: 434-589-5524 | ls property in Agricultural Forestal District? 💢 No 🦳 Yes |
| Email: J.M. STUZBENNICTHAMERICA, COM | If Yes, what district: |
| | Deed Book Reference: 344 PAGE 356 |
| Acreage: 34.501 Zoning: 1.1 | Deed Restrictions? X No C Yes (Attach copy) |
| Request for a SUP in order to: KEVISETEV ISTING S. U.P. CYLES | Proposed use of Property: |
| "Two copies of a plan must be submitted, showing size ar | nd location of the lot, dimensions and location of the proposed building, |
| structure or proposed use, and the dimensions and locati | on of the existing structures on the lot. |
| Commission, and the board of Supervisors during the normal dischedular county employees will make regular inspections of the site. Date: 2/27/15 Signature of Owner/Applicant: | ay of February 20 15 Register # 16 8135 Register # 16 8135 Register # 16 8135 Register # 17 8135 Register # 18 8135 Register # |
| All plats must be folded prior to submission to the Planning De | epartment for review. Rolled plats will not be accepted. |
| OFFICE | E USE ONLY |
| Date Received: Pre-Application Meeting: PI | H Sign Denosit Received: Application #: SUP 5 : 00 |
| \$800.00 fee plus mailing costs paid: Mailing | Application #: SUP(5 : (1)) Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail |
| | mendment of SUPO4:25 VCBh |
| Telecommunications Tower \$1,500.00 fee plus mailing costs paid: | \$5,500 w/Consultant Review paid: |
| Election District: Ohlmyn | Planning Area: Rural Residental |
| Public | c Hearings |
| Planning Commission | Board of Supervisors |
| Advertisement Dates: Apr. of the digth dois | |
| APO Notification: Afrom Fols | APO Notification: May W Do 15 |
| Date of Hearing: Pr. Jond Jels Decision: | Date of Hearing May John Jols |
| eccionorii. | mension: |

Page 3 of 5

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

SPECIALTY RETAIL SALES BY APPOINTMENT ONLY EXISTING BUILDING TO BE USED

NECESSITY OF USE: Describe the reason for the requested change.

CHANGING BUSINESS CONDITIONS IN THE EQUINE INDUSTRY

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

THE REVISED CONDITIONS ATTACHED HERETO, ADDRESS ANY CONCERNS EXPRESSED BY THE ADJACENT NAGHBORS

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

- AGRICULTURAL ZONED LAND WILL REMAIN UNTOUCHED, WITH NO PARCELING
- · COMPETITIVE ADVANTAGE FOR EXISTING BUSINESS WITHIN ITS INDUSTRY
 "EMPLOYEES WILL CONTINUE TO HAVE & JOB

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

Received

FEB 27 2015

Planning Dept.





Application #: BZA

\$90 deposit paid per sign*:

COUNTY OF FLUVANNA Public Hearing Sign Deposit

Planning Dept.

| Name: | STUBBEN NOS | TH AMORICA, INC GO JAMES J. EMRATANN |
|---------------------|----------------------|--|
| Address: | | UNDED KNEE LANE |
| City: | TROY | |
| State: | VA | Zip Code: 22974 |
| Incidents wi | | d to me is my responsibility while in my possession. eft, or destruction of these signs will cause a partial or full |
| Applicant Signature | gnature | 2 /27/15 Date |
| *Number of | signs depends on nur | nber of roadways property adjoins. |
| | | |
| | | |

Approximate date to be returned:

Memorandum

DATE: April 28, 2015

RE: Board of Supervisors APO Letter

TO: Jason Stewart

FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 20, 2015 Board of Supervisors Meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

April 28, 2015

«Owner» «Address» «City_State» «Zip_Code» TMP# «TMP»

Re: Public Hearing on SUP 15:01

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on <u>Wednesday</u>, <u>May 20, 2015</u> at <u>7:00 PM</u> in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

<u>SUP 15:01 – Stubben North America</u> – A request to amend special use permit (SUP 04:25) to allow for "specialty retail sales" by appointment only with respect to 34.501 acres of Tax Map 10, Section A, Parcel 54A. The applicant is proposing to amend condition # 4 by deleting ("Regular (daily or weekly) influx of vendor or meeting traffic on the access road shall not be permitted. The warehouse shall not be used as a display center that is open to regular (daily or weekly visitors."), and replacing it with "specialty retail sales by appointment only." The property is zoned A-1 and is located on west side of Wounded Knee Lane approximately ½ mile north west of Route 631 (Troy Road). The property is located in the Palmyra Election District and is within the Rural Residential Planning Area.

The applicant or applicant's representative must be present at the Board of Supervisors meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Planning and Community Development Department during working hours (8:00 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434–591–1910.

Sincerely,

Steven Tugwell Senior Planner

SUP 15:01 Stubben North America

| TMP | | Name | Address | City, State | ZIP |
|-------|-----|------------------------|----------------------|-------------|-------|
| 5 A | 35A | Samuel G. Patterson | P.O. Box 999 | Troy,Va | 22974 |
| 10 A | 72 | WILLOW LAKE FARM LLC | P.O. Box 131 | Keswick, Va | 22947 |
| 10 A | 70 | Samuel G. Patterson | P.O. Box 999 | Troy,Va | 22974 |
| 10 A | 54A | CTD CORP | 1018 Wounded Knee Ln | Troy,Va | 22974 |
| 10 24 | 11 | Peter E. Mance Sr. | 233 Ironhound Dr. | Troy,Va | 22974 |
| 10 A | 69 | Timothy & Deborah Hall | 2257 N Boston Rd | Troy,Va | 22974 |
| 10 A | 68 | James & Diane Ehrmann | 2493 N Boston Rd | Troy,Va | 22974 |







Under Virginia State Law, these real estate assessment records are public information. Display of this property information

Received

FEB 27 2015

Planning Dept.

January 20, 2005

Stübben USA, Inc Mr. Jim Ehrmann 1018 Wounded Knee Lane Troy, VA 22974

REF: SUP 04:25

Dear Mr. Ehrmann:

Please accept this letter as notification of the action taken on January 19, 2005 by the Board of Supervisors in regards to the request referenced above. The request was **approved** with the following conditions:

- 1. Total amount of floor area for all structures constructed on the parcel identified on County Tax Map 10, Section A, Parcel 54A that are used for the warehousing and distribution of equine related products shall not exceed fifteen thousand five hundred ten (15,510) square feet of interior floor area. No business related structure may be constructed on the parcel identified as Tax Map 10, Section A, Parcel 68.
- 2. At any one time, no more than fifteen (15) employees shall be permitted to work in the building or buildings constructed on. County Tax map 10 as Parcel 54A for the warehousing and distribution of equine related products.
- 3. At any one time, no more than fifteen (15) employees who work in the building or buildings constructed on County Tax Map 10 as Parcel 54A or Parcel 68 shall be permitted to use private access road that connects Parcel 54A to State Route 631.
- 4. Regular (daily or weekly) influx of vendor or meeting traffic on the access road shall not be permitted. The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors.
 - 5. Any septic system and drain field will be constructed to commercial standards to up to fifteen (15) persons and must be approved by the Fluvanna County Health Department.
 - 6. All structures on the parcel identified on County Tax Map 10 as Parcel 54A that are utilized for the warehousing and distribution of equine related products shall reflect the architectural style of the existing barn on the parcel.
 - 7. No nighttime internal or external lighting of any kind shall be permitted to remain on between the hours of 8:00 pm and 6:00 am unless employees are present on the premises or emergency conditions exist. There will be no 24-hour security lights of any kind installed on the building and may only be used during the hours otherwise permitted by this condition or during emergency situations, provided that such lights are not directed upward or toward adjacent property owners.
 - 8. All parking for employees and visitors to the existing barn on the parcel identified on County Tax map 10 as Parcel 54A shall be confined to the northern side of the existing barn.



- 9. No exterior security system that emits light or noise that can be detected on adjacent properties shall be installed.
- 10. No more than a total of ten (10) trucks per week shall be permitted to travel to and from the parcel identified on County Tax Map 10 as Parcel 54A to deliver inventory or to pick up shipment of product.
- 11. Deliveries to and pick-ups of products from the warehousing and distribution operation shall be permitted only between the hours of 8:00 am and 6:00 pm.
- 12. The rights granted under the special use permit may only be exercised by one or more of the following persons or entities; Stübben North America, Inc., CTD A.G., Stübben Gmbh, a business entity wholly owned by the Stübben family, or James J. Ehrmann (the "Potential Owners"). The special us permit may not be transferred, assigned or otherwise conveyed to a person or entity that is not one of the Potential Owners.

If I can be of any further assistance, please feel free to contact me.

Sincerely,

A TOTAL BEAUTY B

Steven Biel Planning Director

Copy: File

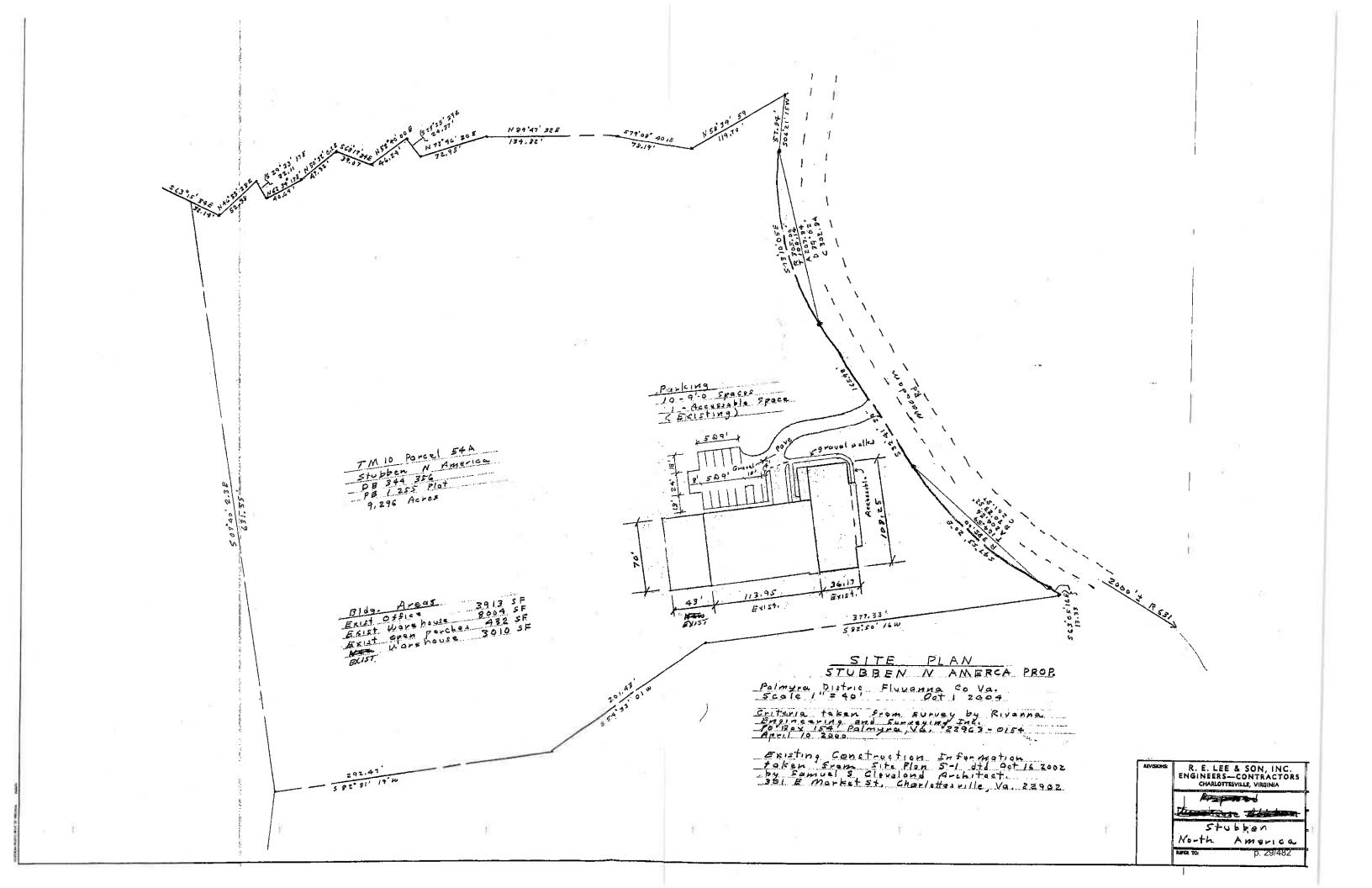
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Received

FEB 27 2015

Planning Dept.

p. 28/482





COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

March 25, 2015

Mr. James J. Erhmann 2493 N. Boston Road Troy, VA 22974

Delivered via email

Re: TRC comments SUP 15:01 – Stubben North America, Inc.

Tax Map 10-A-54A

Dear Applicant:

At the March 19, 2015 Technical Review Committee meeting, The Fire Chief stated that he has no issue with this request;

VDOT did not have any comments regarding this request, as access to the site is via a private access easement;

Planning Staff inquired with regard to;

- a) Whether or not additional buildings or parking is proposed;
- b) The number of employees;
- c) What the hours of operation will be;
- d) By what access customers will enter and exit the property.

Please provide any other materials or documentation that is to be included in the Planning Commission packet by Friday, April 10, 2015. Submitting revisions by this deadline will place your request on the April 22, 2015 Planning Commission agenda.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,

Steve Tugwell

Senior Planner

Dept. of Planning & Community Development

Cc: File

Steven Tugwell

| From: Sent: To: | Mike-Kathy Brent <mkbrent7@gmail.com> Tuesday, March 17, 2015 9:48 AM</mkbrent7@gmail.com> |
|--|--|
| Subject: | Steven Tugwell Re: March 19, 2015 TRC agenda |
| Steve I'm not going to make Thursday's meeting. I have no issues or questions on this request. | |
| Mike | |
| On Wed, Mar 11, 2015 at 12:11 PM, Steven Tugwell < <u>stugwell@fluvannacounty.org</u> > wrote: | |
| | |
| | |
| Dear TRC members: | |
| | |
| Our March meeting will be held waiting on a plot plan from the | d next Thursday, March 19 th instead of tomorrow, March 12 th because we were applicant. |
| Let me know if you have any q | uestions. |
| Thanks, | |
| Steve | |
| | |
| | |
| | |
| Steve Tugwell | |
| Senior Planner | |
| Dept. of Planning & Community Development | |
| Fluvanna County, VA | |
| <u>434-591-1910</u> | i |

Special Use Permit Stubben North America, Inc. to amend the conditions of **SUP 04:25**

Board of Supervisors Staff Presentation May 20, 2015

Fluvanna County Dept. of Planning & Community Development



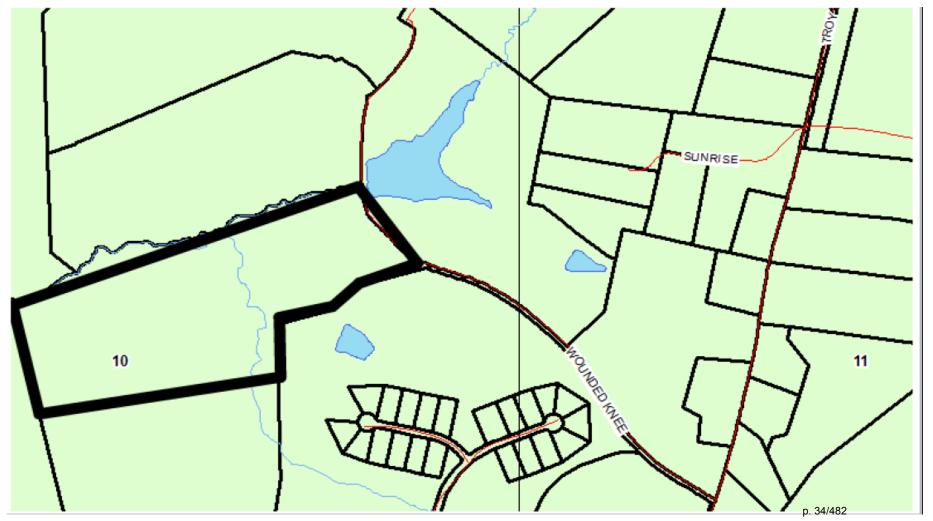
Overview

- Fluvanna County
- Request to amend the conditions of special use permit 04:25 with respect to 34.501 acres of Tax Map 10, Section A, Parcel 54A;
- Zoned A-1, Agricultural, General;
- The applicant is proposing to delete the 2nd sentence of condition #4 and replace it with the following;
- Existing condition #4
- Regular (daily or weekly) influx of vendor or meeting traffic on the access road shall not be permitted. The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors.
- Proposed amendment to condition #4
 Specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday.

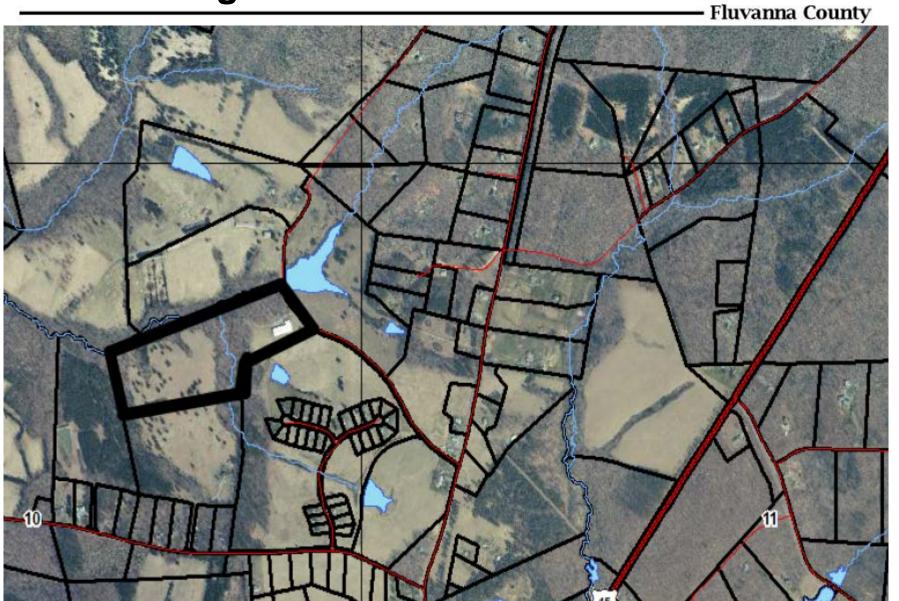
Location

– Fluvanna County

- The property is located in the Rural Residential Planning Area
- Adjacent properties are zoned A-1



Aerial Image



Wounded Knee Lane and Troy Road

- Fluvanna County



Wounded Knee Lane headed towards property

- Fluvanna County



Existing building at subject property

Fluvanna County



- Request is to amend the existing conditions of approval to allow specialty retail sales by appointment only;
- Potential adverse impacts
 - traffic entering and exiting the property;
 - noise, dust, increase in traffic;

Case Number SUP 15: 01

Suggested motion

Fluvanna County

move that the Board of Supervisors [approve/deny/defer] SUP 15:01, a request to amend SUP 04:25, with respect to 34.501 acres of Tax Map 10, Section A, Parcel 54A, to amend condition # 4 by deleting the 2nd sentence which reads, "The warehouse shall not be used as a display center that is open to regular (daily or weekly) visitors", and replace it with "specialty retail sales by appointment only, with hours of operation to be 7 a.m. to 9 p.m. Monday through Sunday." [if approved] subject to the conditions listed in the staff report.

Case Number SUP 15: 01

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| AGENDA TITLE: | Public Hearing for an Ordinance in the VACo/VML Virginia Investment Pool | | | | | | | | |
|-------------------|---|---------------|--------------|----------------|-------|--|--|--|--|
| MOTION(s): | I move the Fluvanna County Board of Supervisors approve/deny an "Ordinance to authorize participation by the County of Fluvanna in the VACo/VML Virginia Investment Pool Trust Fund for the purpose of investing in accordance with section 2.2-4501 of the Virginia Code" and in the event that any investments related thereto violate the County's Investment Policy Statement adopted October 15, 2008 such shall be deemed authorized exemptions to the Investment Policy Statement. | | | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | | | |
| | xx | | | | | | | | |
| STAFF CONTACT(S): | Eric Dahl | | | | | | | | |
| PRESENTER(S): | Eric Dahl, Director of Finance | | | | | | | | |
| RECOMMENDATION: | Approval | | | | | | | | |
| TIMING: | Immediate | | | | | | | | |
| DISCUSSION: | The ordinance authorizes participation by the County of Fluvanna in the VACo/VML Virginia Investment Pool Trust Fund for the purpose of investing in accordance with section 2.2-4501 of the Virginia Code. VIP is a new option political subdivisions may now consider for investing funds they plan to hold for one year or longer. VIP invests in a diverse portfolio of high-quality corporate and government securities and offers a higher expected rate of return than typically provided by money market funds. Under VIP's investment policy, eligible investments are limited to those authorized under the Virginia Investment of Public Funds Act. | | | | | | | | |
| FISCAL IMPACT: | This option will allow the County to diversify and invest funds at a higher rate of return, therefore increasing interest revenue. | | | | | | | | |
| POLICY IMPACT: | The County's current Investment Policy Statement adopted by the Board of Supervisors on 10/15/08 has constraints in addition to what is allowable under the Code of Virginia: No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages. All securities must have an average life of less than 5 years. The minimum credit rating on any security must be Aa3 by Moody's or AA- by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA- are not permitted. No equity investments of any kind. Number 1 and 3 above are allowed under the Code of Virginia and are | | | | | | | | |

| | included in the VACo/VML VIP. If the ordinance is approved, staff would | | | | | | | |
|----------------------|--|---------|------------|----|-------|--|--|--|
| | recommend that an exception be included in the current County Investment | | | | | | | |
| | Policy Statement under Section 1-12.4, 1-12.7 & 1-12.10 to include the | | | | | | | |
| | VACo/VML VIP Trust Fund as allowable, rather than eliminating those | | | | | | | |
| | constraints. | | | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | | | |
| | 1. An ordinance to authorize participation by the County of Fluvanna in | | | | | | | |
| ENCLOSURES: | the VACo/VML Virginia Investment Pool Trust Fund for the purpose of | | | | | | | |
| | investing in accordance with section 2.2-4501 of the Virginia Code | | | | | | | |
| | 2. Virginia Investment Pool Trust Fund Agreement | | | | | | | |
| | 3. Trust Joinder Agreement for Participating Political Subdivisions in the | | | | | | | |
| | VACo/VML Virginia Investment Pool | | | | | | | |
| | 4. Finance Board Investment Policy Statement | | | | | | | |
| | 5. VACo/VML VIP Informational Statement | | | | | | | |
| | 6. VACo/VML VIP 2015 1 st Qtr Memo | | | | | | | |
| | 7. VACo/VML VIP 2015 1 st Qtr Performance Summary | | | | | | | |
| | 8. VACo/VML VIP 2015 1 st Qtr Economic Update | | | | | | | |
| | Legal | Finance | Purchasing | HR | Other | | | |
| REVIEWS COMPLETED: | х | Х | | | | | | |

AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE COUNTY OF FLUVANNA IN THE VACO/VML VIRGINIA INVESTMENT POOL TRUST FUND FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 OF THE VIRGINIA CODE.

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) details the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds other than sinking funds, belonging to them or within their control; and

WHEREAS, Va Code § 15.2-1300 provides that any power, privilege or authority exercised by any political subdivision of the Commonwealth of Virginia may be exercised jointly with any other political subdivision having a similar power, privilege or authority, by agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and participate in the VACo/VML Virginia Investment Pool (the "Trust Fund") for each such city;

WHEREAS, the Board of Supervisors considered the recommendation of the County's Finance Board, the County's Treasurer, staff and the public, if any, at the public hearing;

WHEREAS, it appearing to the Board of Supervisors of the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, that it is otherwise in the best interests of the County of Fluvanna to become a participating locality in the Trust Fund; and

WHEREAS, Linda Lenherr, the Treasurer of the County of Fluvanna, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under her control will be invested;

NOW, THEREFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF FLUVANNA HEREBY ORDAINS:

- § 1 That the Board of Supervisors of the County of Fluvanna hereby establishes a trust pursuant to Section 2.2-4501 of the Virginia Code for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund. A copy of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement") is attached and incorporated in this ordinance as Exhibit A.
- § 2 That the Board of Supervisors of the County of Fluvanna agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.
- § 3 That the Board of Supervisors of the County of Fluvanna does hereby designate the Treasurer of the County of Fluvanna to serve as the trustee of the County of Fluvanna with respect to the Trust Fund, and to determine what funds under the Treasurer's control shall be invested in the Trust Fund.

- § 4 That the Board of Supervisors of the County of Fluvanna hereby authorize the Treasurer to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool ("Trust Joinder Agreement"), a copy of which is attached and incorporated by reference in this ordinance as Exhibit B.
 - § 5 This ordinance shall become effective upon its adoption.

Exhibits: VACo/VML Virginia Investment Pool Trust Fund Agreement ("Exhibit A")

Trust Joinder Agreement ("Exhibit B")

VIRGINIA INVESTMENT POOL TRUST FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 106 hereof and their successors (the "Board of Trustees"). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Section 2.2-4501 of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the "Trust Fund") hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as amended:

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. <u>APPLICATION</u>.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. **DEFINITIONS**.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

- A. <u>Administrator</u>. The term "Administrator" means the Virginia Local Government Finance Corporation (d/b/a "VML/VACo Finance") or any successor designated by the Board of Trustees to administer the Trust Fund.
- B. <u>Beneficial Interest.</u> The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund's assets.
- C. <u>Code</u>. The term "Code" means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.
- D. <u>Custodian</u>. The term "Custodian" means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.
- E. <u>Effective Date</u>. The term "Effective Date" means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.
- F. <u>Participating Political Subdivision</u>. The term "Participating Political Subdivision" means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.
- G. <u>Treasurer</u>. The term "Treasurer" means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the

beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality's funds in the Trust Fund created under this Agreement.

- H. <u>Chief Investment Officer</u>. The term "Chief Investment Officer" means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term "Chief Investment Officer" may include certain individuals holding the title of "treasurer" for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.
- I. <u>Fiscal Year</u>. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.
- J. <u>Investment Policy</u>. The term "Investment Policy" means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.
- K. <u>Prudent Person.</u> A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.
 - L. State. The term "State" means the Commonwealth of Virginia.
- M. <u>Trust Fund</u>. The term "Trust Fund" means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.
- N. <u>Trust Joinder Agreement</u>. The term "Trust Joinder Agreement" means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

- O. <u>Trustees</u>. The term "Trustees" means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 106 hereof and their successors.
- P. <u>Virginia Code</u>. The term "Virginia Code" means the laws embraced in the titles, chapters, articles and sections designated and cited as the "Code of Virginia," under the laws of the State.

Section 102. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

- A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of the Virginia Code (2.2-4500 et. seq.)
 - 1. <u>Authority of the Trustees</u>. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.
 - 2. <u>Trustees' Liabilities</u>. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.
 - 3. <u>Standard of Review</u>. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

- 4. <u>Limitations on Liabilities</u>. The Trustees' responsibilities and liabilities shall be subject to the following limitations:
 - (a) The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.
 - (b) The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.
 - (c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
 - (d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.
 - (e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.
- B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.
- C. <u>Meetings</u>. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present,

shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

- D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.
- E. <u>Execution of Documents</u>. A certificate signed by a person designated by the Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.
- F. <u>Appointment and Removal of Administrator</u>. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.
- G. <u>Duty to Furnish Information</u>. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.
- H. <u>Reliance on Communications</u>. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 103. ADMINISTRATIVE POWERS AND DUTIES.

A. <u>Trustees</u>. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common

law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

- 1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.
- 2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments, proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.
- 3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.
- 4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.
- 4. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- 5. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.
- 6. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 103 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund;

provided, however, the Board of Trustees need not take any action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

- 7. To adopt rules and regulations governing the Trustees' operations and procedures.
- 8. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.
- 9. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee levels.
- 10. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.
- 11. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.
- 12. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.
- 13. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.
- 14. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.
- 15. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.
- 16. To contract for, purchase or otherwise procure insurance and investment products.
- B. <u>Administrator</u>. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement

and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 104. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

- A. <u>Taxes</u>. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.
- B. <u>Expenses and Compensation</u>. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 105. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 106. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

- A. <u>Appointment of Trustees and Length of Appointment</u>. The number of Trustees serving on the Board of Trustees shall be fourteen (14).
 - 1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of

VACo and VML shall serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

- 3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.
- 4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

- 5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.
- 6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to another seat.
- 7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 106(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.
- 8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 106 will pertain equally to such individuals delegated authority under this provision.
- 9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson

may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

- 2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.
- C. <u>Removal of a Trustee</u>. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

- Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of D. this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.
- E. <u>Trustees' Rights</u>. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 107. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

- A. <u>General</u>. All such assets shall be held by the Trustees in the Trust Fund.
- B. <u>Contributions</u>. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.
- C. <u>Applicable Laws and Regulations</u>, The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.
- D. <u>Accumulated Share</u>. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. <u>Authority of Trustees</u>. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

- B. <u>Investment Policy</u>. The Board of Trustees, as its primary responsibility under this Agreement, shall develop a written Investment Policy establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policy, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policy shall serve as the description of the funding policy and method for the Trust Fund.
- C. <u>Investment Advisor</u>. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. <u>Investment Managers</u>. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that

Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and

2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

- E. <u>Custodian</u>. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and each Custodian. It will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian shall provide monthly statements and performance reports to each participant and at the request of the Board of Trustees certify the value of any property of the Trust Fund managed by the Investment Manager(s). The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Fund.
- F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 102 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.
- G.. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. <u>Commingling Assets</u>. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

- A. <u>Trust Payments</u>. The Board of Trustees hereby delegates to the Administrator the responsibility for making payments from the Trust Fund. In accordance with rules and regulations established by the Board of Trustees, the Administrator shall make payments from the Trust Fund as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Payments shall be made in such manner, in such amounts and for such purposes as may be directed by the respective Treasurer or Chief Investment Officer. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.
- B. <u>Allocation of Expenses</u>. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT OPTIONS.

The Trustees shall initially establish one (1) investment option within the Trust Fund pursuant to the Investment Policy, for communication to, and acceptance by, Treasurers and Chief Investment Officers. Following development of the initial "investment option" pursuant to the Investment Policy, the Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief Investment Officers, as alternatives to the initial investment option. The determination to add alternative investment options to the Investment Policy, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed

hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Notwithstanding anything in this agreement to the contrary, the Board of Trustees, in its sole discretion, may establish a separate, short-term investment option or fund, to facilitate contributions, disbursements or other short-term liquidity needs of the Trust or of particular Participating Political Subdivisions. Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

<u>PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS</u>

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

- A. <u>Approval</u>. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.
- B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. <u>Continuing as a Participating Political Subdivision</u>. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

- A. <u>Places of Meetings</u>. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.
- B. <u>Annual Meetings</u>. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.
- C. <u>Special Meetings</u>. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.
- D. <u>Notice of Meetings</u>. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates, determination of vote allocations, and other such matters.

- E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.
- F. <u>Voting</u>. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth* (10th) Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent* (20%) of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A)(8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

- A. <u>Election of Officers; Terms.</u> The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.
- B. <u>Removal of Officers; Vacancies</u>. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths (34) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

- A. <u>Duties, generally.</u> The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.
- B. <u>Duties of the Chairperson</u>. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.
- C. <u>Duties of the Vice-Chairperson</u>. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.
- D. <u>Duties of the Secretary</u>. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. <u>TITLES</u>.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. <u>AMENDMENT OR TERMINATION OF THIS AGREEMENT;</u> TERMINATION OF PLANS.

- A. <u>Duration.</u> The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.
- B. <u>Amendment</u>. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. <u>Withdrawal and Termination</u>. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination

have been complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. <u>SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.</u>

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013 Amended by Board of Trustees, January 24, 2014

[SIGNATURE PAGE FOLLOWS]

TRUST JOINDER AGREEMENT FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE VACo/VML VIRGINIA INVESTMENT POOL

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer of the County of Fluvanna, Virginia (herein referred to as the "Treasurer"), Board of Supervisors of the County of Fluvanna, a political subdivision of the Commonwealth of Virginia(herein referred to as the "Participating Political Subdivision"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the VACo/VML Virginia Investment Pool (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer's/Chief Investment Officer's control shall be invested in the Trust Fund, and has authorized the Treasurer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer, upon the authorization of the governing body of the County of Fluvanna, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the County of Fluvanna, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

- 1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the County of Fluvanna, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the County of Fluvanna, Virginia, in the Trust Fund in accordance with the Agreement.
- 2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

- 3. The Treasurer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.
- 4. The Treasurer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.
- 5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.
- 6. The Treasurer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.
- 7. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.
- 8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.
- 9. The Treasurer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.
- 10. The Treasurer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.
- 11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

[Signature Page to follow.]

| | the Treasurer has caused this Trust Joinder Agreement to be, 20 |
|---------|---|
| <u></u> | , _ |
| | TREASURER COUNTY OF FLUVANNA, VIRGINIA |
| | Linda Lenherr |
| | COUNTY OF FLUVANNA, VIRGINIA |
| | By: |
| | By: Steven M. Nichols, County Administrator |
| | TRUSTEES |
| | , as Trustee of |
| | the VACo/VML Virginia Investment Pool |
| ATTEST: | |
| | * * * * |
| | |
| | ACCEPTANCE: |
| | VACo/VML VIRGINIA INVESTMENT POOL Virginia Local Government Finance Corporation |
| | By:Administrator |
| | Administrator |

1. FINANCE BOARD

1-12. INVESTMENT POLICY STATEMENT

(Adopted by the Board of Supervisors on October 15, 2008 unless otherwise noted.)

1-12.1. Purpose

- 1-12.1.1. The purpose of this policy is to define the parameters and guidelines for which the investable funds of Fluvanna County may be invested. Investable funds typically reside in one or more of the primary accounts for Fluvanna County the General Fund, the Capital Projects Fund, and the Debt Service Fund.
- 1-12.1.2. The objectives for these three accounts and the manner in which funds in them are invested shall at all times be in compliance with the Code of Virginia, specifically Title 2.2, Chapter 45 Investment of Public Funds Act.

1-12.2. General Fund

- 1-12.2.1. The funds held in the General Fund are used by the Treasurer's Office for the regular operations of Fluvanna County.
- 1-12.2.2. Funds held in the General Fund shall be invested in a manner to provide for the daily liquidity required to manage these operations.

1-12.3. General Fund Objectives

- 1-12.3.1.a. The investment of funds in the General Fund shall be executed in order to achieve the following objectives:
- 1-12.3.1.b. Preserve capital.
- 1-12.3.1.c. Maintain sufficient liquidity to ensure daily cash availability for withdrawals.
- 1-12.3.1.d. Maximize return on investment while maintaining an acceptable level of investment risk.

1-12.4. General Fund Investment Guidelines

- 1-12.4.1.a. All investments made in the General Fund shall adhere to the following permissible investments and constraints:
- 1-12.4.1.b. Permissible Investments
- 1-12.4.1.c. All investments must be permissible under the Code of Virginia, Chapter 45 Investment of Public Funds Act.
- 1-12.4.1.d. Constraints
- 1-12.4.1.e. To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:

- 1-12.4.1.f. No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- 1-12.4.1.g. All securities must have an average life of less than 5 years.
- 1-12.4.1.h. The minimum credit rating on any security must be Aa3 by Moody's or AA-by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA-are not permitted.
- 1-12.4.1.i. No equity investments of any kind.

1-12.5. CAPITAL PROJECTS FUND

1-12.5.1. The purpose of the Capital Projects Fund is to segregate funds that are designated for specific capital projects. This Fund may or may not be utilized by the Treasurer's Office. Funds for capital projects may also be held in the General Fund. Funds held in the Capital Projects Fund may have different liquidity requirements than the funds held in the General Fund, and therefore may be invested in a different manner.

1-12.6. Capital Projects Fund Objectives

- 1-12.6.1. The investment of funds in the Capital Projects Fund shall be executed in order to achieve the following objectives:
 - 1-12.6.1.a. Preserve capital.
 - 1-12.6.1.b. Cash flows of investments shall be optimized to match the cash flow needs of designated capital projects.
 - 1-12.6.1.c. Maximize return on investment while maintaining an acceptable level of investment risk.

1-12.7. Capital Projects Fund Investment Guidelines

- 1-12.7.1. All investments made in the Capital Projects Fund shall adhere to the following permissible investments and constraints:
 - 1-12.7.1.a. Permissible Investments
 - (i) All investments must be permissible under the Code of Virginia, Chapter 45 Investment of Public Funds Act.

1-12.7.1.b. Constraints

- (i) To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:
- (ii) No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- (iii) The minimum credit rating on any security must be Aa3 by Moody's or AA- by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA- are not permitted.
- (iv) No equity investments of any kind.

1-12.8. DEBT SERVICE FUND

1-12.8.1. The purpose of the Debt Service Fund is to segregate funds that are designated for the payment of interest and principal on long-term debt obligations of Fluvanna County. This Fund may or may not be utilized by the Treasurer's Office. Funds for capital projects may also be held in the General Fund. Funds held in the Debt Service Fund may have different liquidity requirements than the funds held in the General Fund, and therefore may be invested in a different manner.

1-12.9. Debt Service Fund Objectives

- 1-12.9.1. The investment of funds in the Debt Service Fund shall be executed in order to achieve the following objectives:
 - 1-12.9.1.a. Preserve capital.
 - 1-12.9.1.b. Cash flows of investments shall be optimized to match the cash flows required to provide for payment of interest and principal on debt obligations.
 - 1-12.9.1.c. Maximize return on investment while maintaining an acceptable level of investment risk.

1-12.10. Debt Service Fund Investment Guidelines

- 1-12.10.1. All investments made in the Debt Service Fund shall adhere to the following permissible investments and constraints:
 - 1-12.10.1.a. Permissible Investments
 - (i) All investments must be permissible under the Code of Virginia, Chapter 45 Investment of Public Funds Act.

1-12.10.1.b.Constraints

- (i) To achieve the objectives of this policy the list of investments permissible under the Code of Virginia are further constrained by the following:
- (ii) No mortgage related assets. This includes asset-backed securities that are collateralized by mortgages.
- (iii) The minimum credit rating on any security must be Aa3 by Moody's or AA- by S&P. Split ratings where either Moody's or S&P is less than Aa3 or AA- are not permitted.
- (iv) No equity investments of any kind.

1-12.11. REPORTING

- 1-12.11.1. To monitor the investments and investment managers of Fluvanna County the following information will be provided to the Treasurer's Office on a monthly basis:
 - 1-12.11.1.a. Detailed list of holdings, broken down by investment sector, which includes the following pieces of information for each security held:
 - (i) Security Description

- (ii) Par Amount
- (iii) Market Value
- (iv) Percent of Total Portfolio Market Value
- (v) Price
- (vi) Coupon
- (vii) Maturity
- (viii) Yield to Maturity (or Average Life if no maturity)
- (ix) Effective Duration
- (x) Credit Rating (both Moody's and S&P ratings)

1-12.11.1.b.Monthly Performance Report

- (i) This report is for monitoring the performance of the funds in each account and should include the following:
- (ii) The total return of each investment portfolio and the portfolio's performance benchmark.
 - (a) The benchmark for the General Fund shall be the 3-month Treasury Bill.
 - (b) The benchmarks for the Capital Projects Fund and the Debt Service Fund shall be determined based on the nature of the investments in the fund at any given time.
 - (c) The performance time periods provide the manager of each portfolio are for 1 month, 3 months, fiscal year-to-date, 1 year, 3 years, and 5 years. Periods greater than 1 year are annualized.

1-12.11.1.c. Market Analysis

(i) This is a written commentary about the current state of the market, particularly as it pertains to the type of investments made by Fluvanna County.



VACo/VML Virginia Investment Pool

INFORMATIONAL STATEMENT

January 23, 2015

The VACo/VML Virginia Investment Pool is a governmental trust established through the joint exercise of powers of its Participants. VIP is administered by VML/VACo Finance, 919 E. Main Street, Suite 1100, Richmond, VA 23219 Phone (804) 648-0635 Fax (804) 783-2286 valocalfinance.org



MEMBERS OF THE BOARD OF TRUSTEES 2014-2015

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Fairfax County

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Introduction

The Informational Statement is designed to set forth the policies and procedures governing the Virginia Association of Counties (VACo) / Virginia Municipal League (VML) Virginia Investment Pool. This document summarizes the information that each prospective participant should be aware of prior to investing in the Virginia Investment Pool Portfolio ("Portfolio"). In the event there are any inconsistencies between the Informational Statement and the Trust Agreement, the Trust Agreement shall prevail.

The Virginia Investment Pool Trust Fund (the "Trust" or "VIP") is a Section 115 governmental trust fund created under the Joint Exercise of Powers statute of the Commonwealth of Virginia to provide political subdivisions with an investment vehicle to pool their surplus funds and to invest such funds into one or more investment portfolios under the direction and daily supervision of a professional fund manager. Initially, VIP will consist of a single portfolio whose performance benchmark will be the Bank of America Merrill Lynch 1-3 Year Corporate / Government Index. The Trust was established and created by the City of Chesapeake, Virginia and the City of Roanoke, Virginia (the "Founding Participants") and operates under the Trust Agreement dated September 13, 2013.

The Trust is governed by a Board of Trustees, which shall have 14 members. During the first year of the Trust's existence (FY 2014), the Board of Trustees will be composed of 1) five appointees of VACo; 2) five appointees of VML; 3) the Treasurers of the two Founding Participants; and 4) the Executive Directors of VACo and VML who shall serve as non-voting *ex officio* members.

Beginning with the Annual Meeting to be held in FY 2015, all voting members of the Board of Trustees, except for the two Founding Participants, will be elected by and from among the Treasurers and Chief Investment Officers (or their designees) of Participating Political Subdivisions ("Participants"). Trustees will be organized into three classes, with each class elected on a rotating basis. At least two seats are required to be filled by Treasurers and/or Chief Investment Officers of localities with populations of 75,000 or less. Under the Trust Agreement, the Founding Participants are automatically entitled to representation on the Board of Trustees until the Annual Meeting to be held in FY 2021. Beginning in FY 2021, all voting members of the Board of Trustees will be elected at the Annual Meetings of the Participating Political Subdivisions.

The Virginia Local Government Finance Corporation, a 501(c)(4) corporation serving as program administrator for VML/VACo Finance, is the Administrator to the Trust. Public Trust Advisors, LLC serves as Investment Manager for the Portfolio.

Pursuant to the Trust Agreement, the Board of Trustees shall have the power to conduct the affairs of the Trust including, but not limited to, the authority to invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments, as provided for in the Investment Policy and as set forth by this Informational Statement. The Trust shall hold legal title to all funds, investments and assets of the Trust on behalf of the Participating Political Subdivisions.

Eligibility

Participation in the Trust is limited to political subdivisions of the Commonwealth of Virginia. Political subdivisions in the Commonwealth of Virginia include, but are not limited to, counties, cities, towns, authorities, and other governmental entities. Each prospective Participant must become a party to the Trust and agree to abide by the terms and conditions as set forth in the Trust Agreement. Prior to investing in the Trust, each prospective Participant should receive and review a copy of the Trust Agreement and Investment Policy.

Investment Objective

The VIP Portfolio is designed to provide another pooled investment alternative to those Participants that have excess funds and that have an investment horizon greater than that of money market instruments, typically one year or longer. The investment objective is to: 1) exceed the return of the Bank of America Merrill Lynch One-to Three-year Corporate & Government Index over three-year periods; and 2) preserve capital. VIP will generally invest in securities with greater potential returns and risk than those offered by money market type instruments.

Additionally, VIP enables local government to invest on a joint basis in order to achieve the following additional

benefits:

- 1. Diversification of investments—The Portfolio comprises a number of investment types with the goal of reducing overall investment risk.
- 2. Large number of holdings The Portfolio includes a large number of individual securities in order to limit each Participant's exposure to any single investment.
- 3. Semi-monthly liquidity Although the Portfolio will be invested in securities with an average term of 1-3 years, the fund will be structured with sufficient liquidity for Participants to access their funds on a semi-monthly basis (see "Redemptions").
- 4. Active oversight VIP offers four layers of active oversight: 1) a professional fund manager; 2) a Board of Trustees comprised of Treasurers and Chief Investment Officers; 3) a full-time program administrator; 4) regular reporting to Participants. In addition, the rating agency, Standard & Poor's, monitors fund operations and performance and periodically publishes its analysis of VIP's credit quality and volatility.
- 5. Cost sharing Participants are able to share costs and take advantage of fee breakpoints available only to larger scale investment portfolios.

Due to the fact that the Portfolio will invest in securities with an average maturity of approximately 1-3 years, increases in interest rates could cause declines in the net asset value of the Portfolio. Therefore, the Portfolio may be an inappropriate investment for funds required to meet short-term needs, and should therefore be used along with a money market fund or overnight investment fund. In order to emphasize the longer-term nature of the Portfolio and to provide a disincentive to utilize the Portfolio as a money market fund alternative, the Portfolio will only be open twice a month to accept contributions or remit redemptions (please see "Contributions" and "Redemptions").

Investment Risk

Because the Portfolio invests in fixed income securities, each Participating Political Subdivision will be exposed to five types of risk associated with investing in fixed income securities: 1) Interest rate risk, which is the potential for fluctuations in bond prices due to changes in interest rates; 2) Reinvestment risk, which is the potential for a decline in the Portfolio's income due to falling market interest rates; 3) Credit risk, which is the possibility that a bond issuer will fail to make timely payment of either interest or principal to the Portfolio; 4) Prepayment risk (for Collateralized Mortgage Obligations ("CMOs") or call risk (for some agency and corporate bonds), which is the likelihood that, during periods of falling interest rates, securities with high stated interest rates will be prepaid or called prior to maturity, requiring the Portfolio to invest the proceeds at generally lower interest rates; 5) Liquidity risk, which is the possibility that the liquidity of the market for a security may decline thereby (i) making it more difficult to dispose of the security promptly; (ii) presenting difficulties in valuation of the security; and (iii) causing the security to experience greater price volatility.

The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. The market value of the securities in which the Portfolio invests will fluctuate in value as interest rates, credit and liquidity conditions change, which will affect the Portfolio's net asset value and each Participant's net asset value per share. As of December 31, 2014 the Bank of America Merrill Lynch 1-3 Year Corporate & Government Index's modified duration was 1.89. Modified duration is used as a measure to estimate a security's and/or Portfolio's interest rate or price volatility due to changes in interest rates or how much a security and/or Portfolio is expected to increase or decrease in value for a given change in interest rates. Typically, the higher the modified duration of a security and/or portfolio, the greater its interest rate risk or price volatility. As an example, if interest rates were to increase all at once by one hundred basis points, or one percent, the market value of a bond with a modified duration of 1.5 years would decrease by approximately 1.5 percent, all other factors remaining constant. The Portfolio is expected to maintain a modified duration in a range of 1 to 2 years, thereby minimizing the adverse effect of interest rate changes on the Portfolio's market value. The calculation of modified duration involves a subjective judgment made as to the

prepayment risk or call risk associated with securities in the Portfolio. Consequently, it may not be possible to calculate modified duration precisely in all circumstances. Additionally, the modified duration of the Portfolio may change even if the composition of the Portfolio does not change.

Shares of the Portfolio are neither insured nor guaranteed by any agency of the U.S. Government, including the FDIC.

Rating & Compliance Monitoring

The Trust will seek to maintain a bond fund rating on the Portfolio of AAf/S1 or better from Standard and Poor's ("S&P"), or an equivalent rating from Fitch Ratings ("Fitch"). Both S&P and Fitch are nationally recognized statistical rating organizations (NRSRO) serving investors, regulators and issuers.

Funds having a "AAf" bond fund credit rating are composed of a portfolio holdings that provide "very strong" protection against losses from credit defaults. Ratings are based on an evaluation of several factors, including credit quality, maturity, and diversification of assets within the portfolio, management strength, and operational capabilities. Standard and Poor's bond fund credit ratings are expressed on a scale of "AAAf" through "CCCf".

Funds having a "S1" bond Fund Volatility Rating from S&P are considered to have a low sensitivity to changing market conditions, comparable to a portfolio composed of U.S. Government securities maturing within one to three years. For comparison, a fund having a "S2" rating is considered to have a low to moderate sensitivity to changing market conditions, and compares to a portfolio composed of U.S. Government securities maturing within three to seven years. A Fund Volatility Rating is based on an analysis of a fund's investment strategy and portfolio-level risk and covers such factors as interest-rate risk, credit risk, liquidity, diversification or concentration, leverage and other factors. Bond Fund Volatility Ratings are expressed on a scale of "S1" (lowest sensitivity) to "S6" (highest sensitivity). Participants should understand that the VIP portfolio's net asset value will fluctuate, and they could experience a loss in value especially over short time horizons.

Ratings are not a recommendation to buy, sell or hold any security or fund. Rating agencies do not comment on adequacy of the market price paid for any security or fund, or the suitability of any security or fund for any investor. Bond fund ratings are based on information provided to the NRSRO by sources deemed to be reliable; however, the NRSRO does not verify the accuracy of this information. Ratings may be changed, withdrawn, or suspended in the event of changes in, or the unavailability of, information or for other reasons.

There can be no assurances that the Portfolio will maintain a AAf/S1 rating.

Authorized Investments

In an effort to accomplish the objectives of the Trust, the Board of Trustees has authorized the Investment Manager to invest in the same investment instruments authorized by the *Code of Virginia*, as follows:

- 1. Stocks, bonds, notes and other evidences of indebtedness of the Commonwealth of Virginia, and other evidences of indebtedness unconditionally guaranteed as to payment of principal and interest by the Commonwealth of Virginia.
- 2. Bonds, notes and other obligations of the United States, and securities unconditionally guaranteed as to the payment of principal and interest by the United States, or any agency thereof. The evidences of indebtedness enumerated by this subdivision may be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of securities of any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to such evidences of indebtedness, or repurchase agreements collateralized by such debt securities, or securities of other such investment companies or investment trusts whose portfolios are so restricted.
- 3. Stocks, bonds, notes and other evidences of indebtedness of any state of the United States upon which there is no default and upon which there has been no default for more than ninety days; provided, that within the twenty fiscal years next preceding the making of such investment, such state has not been in default for more than ninety days in the payment of any part of principal or interest of any debt authorized by the legislature of

such state to be contracted.

- 4. Stocks, bonds, notes and other evidences of indebtedness of any county, city, town, district, authority or other public body in the Commonwealth upon which there is no default; provided, that if the principal and interest be payable from revenues or tolls and the project has not been completed, or if completed, has not established an operating record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, the standards of judgment and care required in Article 2 (§ 26-45.3 et seq.) of Chapter 3 of Title 26, without reference to this section, shall apply. In any case in which an authority, having an established record of net earnings available for payment of principal and interest equal to estimated requirements for that purpose according to the terms of the issue, issues additional evidences of indebtedness for the purposes of acquiring or constructing additional facilities of the same general character that it is then operating, such additional evidences of indebtedness shall be governed by the provisions of this section without limitation.
- 5. Legally authorized stocks, bonds, notes and other evidences of indebtedness of any city, county, town or district situated in any one of the states of the United States upon which there is no default and upon which there has been no default for more than ninety days; provided, that (i) within the twenty fiscal years next preceding the making of such investment, such city, county, town or district has not been in default for more than ninety days in the payment of any part of principal or interest of any stock, bond, note or other evidence of indebtedness issued by it; (ii) such city, county, town or district shall have been in continuous existence for at least twenty years; (iii) such city, county, town or district has a population, as shown by the federal census next preceding the making of such investment, of not less than 25,000 inhabitants; (iv) the stocks, bonds, notes or other evidences of indebtedness in which such investment is made are the direct legal obligations of the city, county, town or district issuing the same; (v) the city, county, town or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount; and (vi) the net indebtedness of such city, county, town or district (including the issue in which such investment is made), after deducting the amount of its bonds issued for self-sustaining public utilities, does not exceed ten percent of the value of the taxable property in such city, county, town or district, to be ascertained by the valuation of such property therein for the assessment of taxes next preceding the making of such investment.
- 6. Savings accounts or time deposits in any bank or savings and loan association within the Commonwealth of Virginia, provided such bank or savings and loan association is a "qualified public depository". Such savings accounts or time deposits must meet the collateralization requirements as set forth in the Virginia Security for Public Deposits Act and the regulations of the State Treasury Board. The collateral must be a security or securities allowable as a direct investment with a market value of not less than fifty percent of the deposit amount where the depository is a commercial bank and not less than one hundred percent of the deposit amount where the depository is a savings and loan or savings bank. This collateral must be pledged to the Treasury Board and held by the Board in its designated trust depository or another depository approved by the Board (§58.1-3149 and §2.2-4400)
- 7. Repurchase agreements which are collateralized with securities that are approved for direct investment. The Trust may require that physical possession of the collateral be taken (§2.2-4507). Physical possession must be taken when the term of the repurchase agreement exceeds ten days. Physical possession, for the purposes of this paragraph includes Tri-Party Agreements. The Trust shall execute a master repurchase agreement with the bank or broker/dealer, which is the counterparty to the repurchase transaction, prior to entering into any repurchase transaction.
- 8. Bankers' acceptances from "prime quality" institutions. Prime quality shall be as determined by one or more nationally recognized rating agencies. (§2.2-4504)
- 9. "Prime quality" commercial paper (§2.2-4502). "Prime quality" shall be as rated by at least two of the following: Moody's Investors Service, Inc., within its NCO/Moody's rating of P1; by Standard & Poor's, Inc., within its rating of A-1; by Fitch Investor's Services, Inc., within its rating of F-1; by Duff and Phelps, Inc.,

within its rating of D-1; or by their corporate successors (§2.2-4502.3).

- 10. "High quality" corporate notes (§2.2-4510). High quality shall be defined as a rating of at least AA by Standard and Poor's and at least Aa by Moody's and a maturity of no more than five years.
- 11. Certificates representing ownership in either Treasury bond principal at maturity or its coupons for accrual periods. The underlying United States Treasury bonds or coupons shall be held by a safekeeping agent independent of the seller of the certificates. (§2,2-4505)
- 12. Open-end mutual funds, provided the funds are registered under the Security Act of Virginia or the Federal Investment Act of 1940 and that the investments by such Funds are restricted to securities approved for direct investments (§2.2-4508).
- 13. Negotiable certifications of deposit and negotiable bank deposit notes of domestic banks and domestic offices of foreign banks with a rating of at least A-1 by Standard & Poor's, P-1 by Moody's Investor Service, Inc., A-1, by Fitch Investor's Services, Inc., and F-1, by Duff and Phelps, Inc., for maturities of one year or less, and a rating of at least AA by Standard & Poor's and Aa by Moody's Investor Service, Inc., for maturities over one year and not exceeding five years (§2.2-4509)
- 14. Non-negotiable certificates of deposit of banks certified as qualified to hold Virginia Public Deposits.

Investment Policies & Procedures

In addition to the creditworthiness of an issuer, certain standards of "adequacy" and "appropriateness" are measured when purchasing investments. For example, diversification reduces overall portfolio risks while attaining market average rates of return.

The policies and standards which regulate specific investments and the composition of the Portfolio shall include, but not be limited to, the following:

- 1. No investment shall be purchased if its ratings from nationally recognized ratings firms are not at or above the minimum required in the Code of Virginia. Negative rating qualifications (such as AA- or A1-) will not exclude the instrument.
- 2. No more than thirty-five percent of the Portfolio shall be invested in commercial paper.
- 3. No more than five percent of the Portfolio shall be invested in the commercial paper of a single issuing corporation.
- 4. At no time shall the remaining maturity of an investment exceed 60 months, unless such investment has a PUT option as described in the Diversity & Maturity Section.
- 5. The Investment Manager shall endeavor to maintain an appropriate diversification in the Portfolio; i.e., the Investment Manager will diversify instruments and institutions in order to reduce overall portfolio risk while attaining market rates of return.

The Board may add, delete or modify standards of investment at its discretion in response to changing economic, national or international conditions.

Opening an Account

To become a Participant of VIP, each political subdivision's governing body must approve by ordinance or resolution the entity's participation in the Virginia Investment Pool Trust Fund and provide the Treasurer or Chief Investment Officer with the appropriate authority to execute a Joinder Agreement. Upon approval by the governing body, each prospective Participant must submit a completed Participant Application Form, Joinder Agreement, and a certified copy of the document passed by the governing body to the Administrator at the following address:

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VML/VACo Finance Attn: Client Relations/Investment Services 919 E. Main Street, Suite 1100 Richmond, VA 23219 info@valocalfinance.org FAX: (804) 783-2286

Where a unit of local government has a written investment plan that provides for the establishment of a written investment policy, it should provide a copy of its investment policy along with the enrollment forms described above.

The Participant Application Form, Joinder Agreement, and ordinance or resolution will be reviewed and, once found to be in proper order, an account will be opened. There is no limit to the number of accounts that may be opened by a Participant, provided that each account individually complies with the requirements set forth in "Contributions" and "Redemptions," below. Included with this Informational Statement are copies of the Participant Application Form, model Ordinance/Resolution, and Joinder Agreement.

Contributions

The Portfolio will be open twice a month to accept contributions from Participants. Contributions will be credited on the first business day following a Portfolio Valuation date (please see "Portfolio Valuations"). Contributions to the Portfolio, including new accounts, may be made by electronic transfer through Automated Clearing House Network (ACH) or federal wire, or by check. The minimum initial contribution amount is seventy-five thousand (75,000) dollars and ten thousand (10,000) dollars for subsequent contributions. Participants are requested to provide the Administrator with advance written notification of contributions of five (5) million dollars or more at least three business days prior to the valuation of the Portfolio. Contributions made by check must be received by the Custodian three business days prior to a Portfolio Valuation.

Contributions made by electronic transfer through ACH or federal wire must be received by the Custodian on or prior to the day of a Portfolio Valuation. Only contributions received and collected in a timely manner will be credited to the Participant's account based on the net asset value of the Portfolio as determined on the Portfolio Valuation date.

A Participant will be charged for any investment losses or any interest expense incurred on behalf of the Trust due to the Participant's failure to remit contributions in a timely manner as set forth in this Informational Statement.

Dividends

At each bi-monthly Portfolio Valuation date income shall be distributed on a pro rata basis to each participant. Any income remaining after payment of the program administration fees shall be reinvested via purchase of additional shares of the Trust. Capital gains will not be distributed, but shall instead be incorporated in the calculation of the Portfolio's net asset value (NAV).

Redemptions

The Portfolio will be open twice a month to make redemptions to Participants. Redemptions will be made on the first business day following a Portfolio Valuation date (see "Portfolio Valuations"). The minimum redemption amount is ten thousand (10,000) dollars. If the account balance will fall below fifty thousand (50,000) dollars due to the redemption, the entire remaining account balance will be redeemed, with the account remaining open. Whenever an account balance is to be fully liquidated, payment for redemption will be made to the Participant in two installments: 1) a "partial distribution" of no more than 90% of the balance to be wired on the first business day following the Portfolio Valuation date and 2) the Participant's "remaining balance" to be redeemed after the period's Net Asset Value is determined and all reports/statements have been received and verified by the Administrator and any accrued fees have been deducted from the Participant's account.

Participants are required to provide the Administrator with advance written notification of a redemption five business days prior to the valuation of the Portfolio. Redemptions from the Portfolio will be made by electronic transfer through Automated Clearing House Network (ACH) or federal wire, or by check, as indicated by the Participating Political Subdivision in its Participant Application Form, on the next business day following a Portfolio Valuation. Electronic transfers will be made by the Custodian through ACH or federal wire to the financial institution specified in the Participant Application Form. Checks will be mailed by the Custodian to the Participant's address as set forth in the Participant Application Form.

A Participant requiring a single redemption of more than five (5) million dollars is requested to schedule its redemption at least 60 days in advance.

If a Participant requests a redemption of more than ten (10) percent of the Portfolio's net asset value without providing the requested 60 days' notice, the redemption may, in certain circumstances, be executed over time. If, in the opinion of the Board of Trustees in consultation with the Administrator, the Portfolio's net asset value would be adversely affected by honoring such a redemption request in full, the Administrator may limit the Participant's initial redemption to ten (10) percent of the Portfolio's net asset value. At times when the Board of Trustees is unavailable to make a timely determination in this regard, the Administrator may so limit such redemptions from the Portfolio, but only with the concurrence of both the Chairman and Vice Chairman. In the event that the Administrator does invoke a limitation on a Participant's redemption request, the Administrator will redeem sufficient shares of beneficial interest such as to pay the Participant the ten (10) percent of the Portfolio's net asset value each time the Portfolio is open to make redemptions until such time as the redemption request is honored in full. The Trust may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable, or it is not reasonably practicable for the Trust to fairly determine the value of its net assets.

Closing an Account (Terminating participation in the Trust)

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust signed by the appropriate official and delivered to the Administrator. Upon receipt of the notice, the Participant's assets will be redeemed at the net asset value per share as determined at the Portfolio's next valuation date, subject to the rules for Redemptions. In the event the amount to be redeemed equals more than ten (10) percent of the Portfolio's net asset value, the additional rules for such redemptions will apply (See "Redemptions").

Portfolio Valuations & Total Return Calculations

The net asset value of the Portfolio will be determined twice a month: on the fifteenth of the month, unless such is not a business day, and the last business day of the month. If the fifteenth is not a business day, the net asset value will be determined as of the preceding business day. The net asset value of the Portfolio is determined as of 4:00 p.m. by calculating the fair market value of all securities and assets held by the Portfolio, including accrued interest and amounts owed to the Portfolio for securities sold or principal and income not collected as of the Portfolio Valuation date, less any liabilities of the Portfolio. The value of each Participant's account is determined by dividing the net asset value of the Portfolio by the total number of shares of beneficial interest, multiplied by the number of shares owned by the Participant.

Prices for securities held in the Portfolio shall be valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities, except that any securities designated as money market securities may be valued using the amortized cost method based upon the Portfolio's acquisition of the security. All other securities and assets will be valued at the fair market value determined in good faith by the Board of Trustees or such other party designated by the Trustees. Market makers are to include any independent third party that the Administrator or the Trust may contract with to provide prices. Independent third parties may include the Custodian or any nationally recognized provider of security prices and other financial information.

No less frequently than quarterly, the Trust will report the Portfolio's average annual compounded returns. The Portfolio's average annual compounded rate of return refers to the rate of return which, if applied to an initial

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investment in the Portfolio at the beginning of a stated period and compounded over the period, would result in the redeemable value of the investment at the end of the stated period. The following formula describes the calculation of an average annual compounded rate of return:

 $P(I+T)^{n}$ = ERV, where P = a hypothetical initial investment of \$1,000 T = average annual compounded rate of return n = number of years ERV = ending redeemable value

The Portfolio will also report its total return on a quarterly basis. Total return is determined by (i) assuming a hypothetical investment at the beginning of a period, (ii) calculating the ending value of the investment at the end of the stated period, (iii) subtracting the amount of the hypothetical original investment from the ending value of the investment, and (iv) dividing the remainder so obtained by the amount of the original investment. The calculated amount is then expressed as a percentage by multiplying by 100.

All such performance information for the Portfolio will be based on historical performance and should not be considered to be indicative of the Portfolio's future performance.

Accounting Policies

The Trust follows generally accepted accounting principles (G.A.A.P.) and industry practices for external investment pools as established by the Governmental Accounting Standards Board.

Fees & Expenses

Each Participant account is assessed a fee on a monthly basis in arrears for the costs of administering the Trust. The fee is inclusive of all costs of program administration other than direct investment-related expenses, including client education, audit and reporting, legal services, accounting, credit rating, board expenses, and insurance. The program administration fee is applied on a sliding scale based upon each Participant's average asset value during the preceding quarterly period, as follows:

| Average Asset Value | Administrative Fee* |
|----------------------------------|---------------------|
| Up to \$25 million | 0.12% |
| \$25 million up to \$50 million | 0.10% |
| \$50 million up to \$100 million | 0.08% |
| \$100 million and above | 0.06% |
| | |

^{*}As each break-point is reached, the lowest corresponding fee is applied to the entire balance of the participant.

Direct investment-related expenses, including fees for investment management and custodial services are deducted from investment assets directly rather than from Participant accounts. For Fiscal Year 2014, investment-related expenses are expected to total 0.09%. In subsequent years, investment-related expenses will be determined based upon total portfolio assets within a range of 0.06% - 0.11%.

Reports to the Participants

Each Participant will receive a monthly custodial statement of its account showing the current balance and monthly activity. On a quarterly basis, Participants will receive a report from the Program Administrator detailing current and historical portfolio performance. Annually, each Participant will be provided an audited Consolidated Annual Financial Report.

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Liability and Indemnification

In accordance with the Trust Agreement, no Participant shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the acts, obligations, or affairs of the Trust. No Trustee, officer, employee, or agent of the Trust shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the affairs of the Trust, except that arising from bad faith, willful misfeasance, gross negligence, or reckless disregard of their duty to such person; and all such persons shall look solely to the Trust property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities arising from the actions of the Trust to which such Participant may become subject by reason of its being or having been a Participant of the Trust and shall reimburse such Participant(s) for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. Please see the Trust Agreement for additional liability limitations and indemnification.

Administrator

The Board of Trustees has entered into an agreement with the Virginia Local Government Finance Corporation (i.e., VML/VACo Finance) to serve as Administrator of the Trust's operations. The Administrator is responsible for servicing Participants' accounts, maintaining a register of Participants, maintaining a set of books and accounting records of the Trust, determining eligibility and approving applications in accordance with the Trust Agreement, supervising and coordinating the activities of any investment advisor or manager, custodian, investment consultant, transfer agent, paying agent, accountant, auditor, attorney or other agent or service provider rendering services to the Trust, and performing any other related administrative duties. The Administrator is also responsible for assisting prospective Participants and maintaining this Informational Statement. The Administrator will advise the Custodian and Investment Manager on the timing of planned Contributions and Redemptions as reported by Participants through a process to be developed and executed by the Administrator.

Currently, the Virginia Local Government Finance Corporation acts as Administrator for two governmental trusts: the VACo/VML Virginia Investment Pool and the VACo/VML Pooled OPEB Trust.

Investment Manager

Public Trust Advisors, LLC (Public Trust) serves as investment manager to the Portfolio. Under the terms of the contract, Public Trust manages the Portfolio and directs the acquisition and disposition of the Trust's investments in accordance with the guidelines established by the Trustees. Public Trust is a fixed income only asset manager catering specifically to state and local government funds.

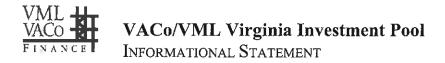
Custodian

Regions Bank, an Alabama banking corporation, serves as custodian bank for the Trust. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian ("Administrator Agreement"). The Custodian will maintain a record of the shares of beneficial interest owned by Participants and will provide fund accounting services for the Trust, to include calculation of the net asset value of the Portfolio on a semi-monthly basis. The Custodian will produce on a monthly basis statements for each Participant that show activity during the month, the total number of units held by the Participant, the net asset value, and the total market value of the Participant's investment in the VIP Portfolio. The monthly statements will also show the market value of the Participant's cash and sweep account holdings held in the Trust but not invested in the VIP Portfolio. The monthly participant statements will also include performance results specific to each Participant's VIP holdings. The Custodian is also responsible for calculating performance results for the Portfolio on a schedule determined by the Administrator and/or Investment Manager.

Legal Counsel

Hefty & Wiley, P.C., Richmond, Virginia, serves as Legal Counsel to the Virginia Local Government Finance Corporation and all of the programs it administers, including VIP.

January 23, 2015



Notices

Participants shall be entitled to notice of changes to the Trust Agreement within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer shall have ninety (90) days to provide written notice of their objection and intent to terminate participation in the Trust, such notice to be delivered by registered mail to the Administrator. If such notice is given, the amendment shall not apply to such Participating Political Subdivision for a period of up to 180 days pending termination of its participation in the Trust.

Additional Information

For additional information, please direct inquiries to the program administrator during regular business hours as follows:

VML/VACo Finance Attn: Client Relations/Investment Services 919 E. Main Street, Suite 1100 Richmond, VA 23219 Phone: (804) 648-0635 Fax: (804) 783-2286 info@valocalfinance.org

You may also access additional information through the VML/VACo Finance website: valocalfinance.org.

Appendices – available by request

- A. Participant Application
- B. Model Ordinance (for Localities)
- C. Model Resolution (for Other Political Subdivisions)
- D. Joinder Agreement (for Treasurers & Chief Investment Officers)

January 23, 2015



VACo/VML Virginia Investment Pool 919 E. Main Street, Suite 1100 Richmond, Virginia 23219 (804) 648-0635 Barbara O. Carraway, MGT, CPA Chairman

James West Investment Services Manager

Memorandum

To: VACo/VML Virginia Investment Pool Participants

From: James West

Date: May 5, 2015

Re: VACo/VML Virginia Investment Pool

Performance Report & Economic Update For the Quarter Ending March 31, 2015

We are pleased to present the Performance Report of the VACo/VML Virginia Investment Pool (VIP) and Economic Update for the period ending March 31, 2015. The market value of the portfolio as of March 31, 2015, was \$159.4 million.

Highlights of the attached Performance and Economic Reports are as follows (data as of March 31, 2015):

- U.S. GDP growth declined to 0.20% in the quarter ending March 31, 2015, the lowest rate since the first quarter of 2014. Lower growth in consumer and business spending, and a considerable decline in exports, contributed to the weak number.
- The unemployment rate continued on its downward path hitting 5.5% in March compared to 5.6% in December 2014. Yet, inflation remains stubbornly low 1.37% as measured by the U.S. PCE Deflator Core in February relative to the Fed's 2.0% target rate.
- Recent disappointing economic data caused the market to adjust its expectations regarding the timing and level of the Federal Reserve's federal funds rate increases. Futures contracts currently suggest a federal funds rate of 0.25% to 0.50% at the end of 2015, down from the 0.75% rate expected in the fall of 2014.

- The Portfolio is well positioned to generate future income with a gross market yield of 0.70% vs. the benchmark (Bank of America Merrill Lynch 1-3 Corporate / Government Index) yield of 0.58%. Market yield is forward looking and is a good indication of future income, all things being equal. It is a percentage of interest income vis-à-vis the current market value of the securities in the portfolio.
- The less volatile gross book yield (relative to the market yield) was 0.80% as of March 31, 2015, increasing 0.07% from 0.73% as of December 31, 2014. Book yield is based on the cost of the securities held in the portfolio (i.e., it ignores current market values).
- The Portfolio's duration was 88% of the benchmark's duration (1.56 years vs. 1.78 years). Duration is a measure of sensitivity of the price of a fixed income security to changes in interest rates. The lower the duration, the less the impact of changes in interest rates.
- The Portfolio is well diversified with allocations to U.S. Treasuries, agency securities, high-grade corporate debt, and municipal issues. This diversified strategy has historically reduced price volatility associated with individual sector performance.
- The Portfolio has maintained its rating of AAf/S1 from Standard & Poor's. The AAf rating indicates that the portfolio holdings provide VERY STRONG protection against losses from credit defaults. The S1 rating indicates that the Portfolio has a LOW sensitivity to changing market conditions. (Standard & Poor's press release regarding the VIP's rating is available upon request).

Summary data as of March 31, 2015:

| | VIP Portfolio |
|-------------------------------------|---|
| Portfolio Market Value | \$159,352,838.63 |
| Standard & Poor's Rating | AAf/S1 |
| Duration | 1.56 |
| Book Yield (gross) | 0.80% |
| Yield to Maturity at Market (gross) | 0.70% |
| Maturity Distribution | < 1 Year: 17.14% 1 – 3 Years: 67.92% > 3 Years: 14.93% |
| S&P Rating Distribution | AAA: 16.47% AA (incl US Treas): 77.50% Short-term A1+: 1.88% Short-term A1: 2.26% Non-rated 1.89% |

VACo/VML VIP Performance Report & Economic Update For the Quarter Ending March 31, 2015

| warter Ending March et, 2010 | | |
|------------------------------|--------------------|--------|
| | Corporate: | 43.76% |
| | Agency securities: | 20.89% |
| Doutfolio Allocation | US Treasury: | 22.01% |
| Portfolio Allocation | CP: | 4.14% |
| | Municipal: | 9.16% |
| | Other: | 0.04% |

Don't hesitate to let us know if you have questions about the Portfolio or attached documents.

Thank you for your confidence in the VACo/VML Virginia Investment Pool.

Attachments



Quarterly Investment Report for Period Ended March 31, 2015 VACo/VML Virginia Investment Pool



VML/VACO Finance 919 East Main St., Suite 100 Richmond, Virginia 23219 Public Trust Advisors LLC 4767 New Broad Street Orlando, Florida 32814



VACo/VML Virginia Investment Pool Summary

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| Portfolio Holdings Detail | 10 |



VACo/VML Virginia Investment Pool Summary Comparison for the period January 1, 2015 to March 31, 2015

| VACo/VML Virginia Investment Pool | lanuary 1, 2015 eginning Balance | March 31, 2015 Ending Balance | Portfolio Characteristic | January 1, 2015 Beginning Balance | March 31, 2015 Ending Balance |
|--|-------------------------------------|----------------------------------|------------------------------|--------------------------------------|----------------------------------|
| Historical Cost | \$ 155,781,328.63 | \$ 159,172,328.90 | Book Yield Gross | 0.73% | 0.80% |
| Book Value | \$ 155,304,336.47 | \$ 158,530,693.83 | Market Yield Gross | 0.77% | 0.70% |
| Accrued Interest | 426,788.80 | 438,004.79 | Weighted Average Coupon | 1.17% | 1.26% |
| Book Value Plus Accrued | \$ 155,731,125.28 | \$ 158,968,698.62 | Duration | 1.57 Years | 1.56 Years |
| Net Unrealized Gain/Loss | (111,058.41) | 384,136.25 | Weighted Effective Maturity | 1.76 Years | 1.73 Years |
| Market Value Plus Accrued ⁽²⁾ | \$ 155,620,066.87 | \$ 159,352,834.87 | Weighted Final Maturity | 1.96 Years | 1.91 Years |
| Net Pending Transactions | 2.08 | 3.76 | | | |
| Market Value Plus Accrued Net ⁽²⁾ | \$ 155,620,068.95 | \$ 159,352,838.63 | | | |
| VACo/VML Virginia Investment Pool | | March 2015 Net Income | Portfolio Compliance | | Compliant |
| Interest Income | | \$ 472,331.17 | Security Distribution | | YES |
| Net Amortization/Accretion | | (164,899.03) | Maturity Distribution | | YES |
| Net Realized Gain/Loss | | 3,364.64 | Rating Distribution | | YES |
| Net Income | | \$ 310,796.78 | | | |

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⁽¹⁾ Payables represent amounts due to settle security transactions that have been executed but have not settled as of period end. The funds used to settle these trades may come from a variety of sources including cash within the portfolio, proceeds from future security transactions including maturities and sales, or other sources including money market funds. For reporting purposes, a payable is created for over-period settlements which are reflected in the detailed holdings.

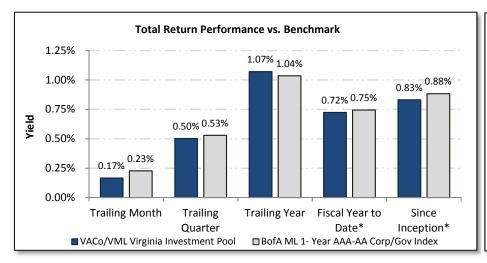


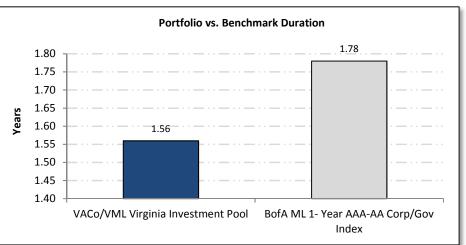
VACo/VML Virginia Investment Pool Total Return January 1, 2015 to March 31, 2015

| | Trailing Month | Trailing Quarter | Trailing Year | Fiscal Year to Date* | Since Inception* |
|---------------------------------------|-----------------------|-------------------------|----------------------|----------------------|------------------|
| Total Return Performance | Periodic | Periodic | Periodic | Periodic | Annualized |
| VACo/VML Virginia Investment Pool | 0.17% | 0.50% | 1.07% | 0.72% | 0.83% |
| BofA ML 1- Year AAA-AA Corp/Gov Index | 0.23% | 0.53% | 1.04% | 0.75% | 0.88% |

| Yeild to Maturity at Market | March 31, 2015 Ending Balance |
|---------------------------------------|----------------------------------|
| VACo/VML Virginia Investment Pool | 0.70% |
| BofA ML 1- Year AAA-AA Corp/Gov Index | 0.58% |

| Duration | March 2015 | | |
|---------------------------------------|------------|--|--|
| VACo/VML Virginia Investment Pool | 1.560 | | |
| BofA ML 1- Year AAA-AA Corp/Gov Index | 1.780 | | |





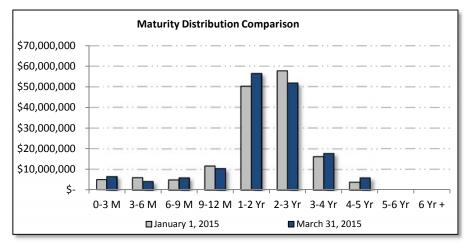
^{*}Total return since inception date: February 1, 2014. Fiscal Year is from July 1 - June 30. Benchmark return Index BofA ML Index B1B0. Annualized total return performance presented for investment periods longer than one year.

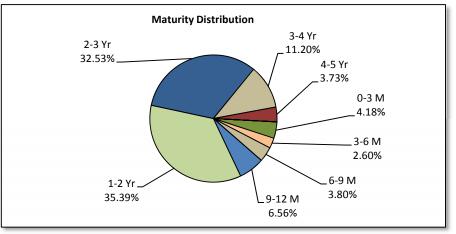
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VACo/VML Virginia Investment Pool Maturity Distribution Market Value Basis January 1, 2015 to March 31, 2015

| Maturity Distribution | January 1, 2015 Beginning Balance | March 31, 2015 Ending Balance | Portfolio Allocation | Distribution Change |
|-----------------------|--------------------------------------|----------------------------------|----------------------|---------------------|
| 0-3 Months | \$ 4,938,340.31 | \$ 6,663,997.68 | 4.18% | 1.01% |
| 3-6 Months | 5,994,160.83 | 4,150,043.88 | 2.60% | -1.25% |
| 6-9 Months | 4,932,941.74 | 6,053,770.00 | 3.80% | 0.63% |
| 9-12 Months | 11,725,013.93 | 10,461,239.44 | 6.56% | -0.97% |
| 1-2 Years | 50,152,961.72 | 56,399,698.17 | 35.39% | 3.17% |
| 2-3 Years | 57,763,436.93 | 51,837,454.54 | 32.53% | -4.59% |
| 3-4 Years | 16,223,340.37 | 17,843,603.71 | 11.20% | 0.77% |
| 4-5 Years | 3,889,871.04 | 5,943,027.46 | 3.73% | 1.23% |
| 5-6 Years | - | - | 0.00% | 0.00% |
| 6 Years + | - | - | 0.00% | 0.00% |
| Total Portfolio | \$ 155,620,066.87 | \$ 159,352,834.87 | 100.00% | |





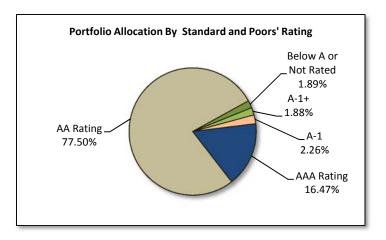


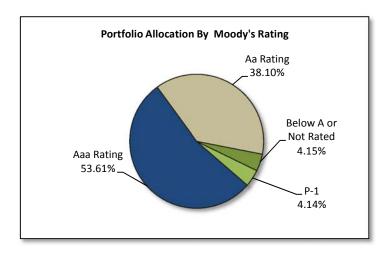
VACo/VML Virginia Investment Pool Rating Distribution Market Value Basis January 1, 2015 to March 31, 2015

| S&P Rating Distribution | | March 31, 2015 Ending Balance | Portfolio Allocation | |
|---------------------------------|----|----------------------------------|----------------------|--|
| Short Term Rating Distribution | | | | |
| A-1+ | \$ | 2,999,718.33 | 1.88% | |
| A-1 | | 3,598,992.50 | 2.26% | |
| Total Short Term Ratings | \$ | 6,598,710.83 | 4.14% | |
| Long Term Rating Distribution | | | | |
| AAA Rating | \$ | 26,245,782.05 | 16.47% | |
| AA Rating | | 123,490,955.44 | 77.50% | |
| A Rating | | - | 0.00% | |
| Below A or Not Rated | | 3,017,386.55 | 1.89% | |
| Total Long Term Rating | \$ | 152,754,124.04 | 95.86% | |
| Total Portfolio | \$ | 159,352,834.87 | 100.00% | |
| | ı | March 31, 2015 | | |
| Moody's Rating Distribution | 1 | Ending Balance | Portfolio Allocation | |
| Short Term Rating Distribution | | | | |
| P-1 | \$ | 6,598,710.83 | 4.14% | |
| P-2 | | - | 0.00% | |
| Total Short Term Ratings | \$ | 6,598,710.83 | 4.14% | |
| Long Term Rating Distribution | | | | |
| Aaa Rating | \$ | 85,436,334.79 | 53.61% | |
| Aa Rating | | 60,709,844.31 | 38.10% | |
| A Rating | | - | 0.00% | |
| Below A or Not Rated | | 6,607,944.94 | 4.15% | |
| Total Long Term Rating | \$ | 152,754,124.04 | 95.86% | |

159,352,834.87

Total Portfolio



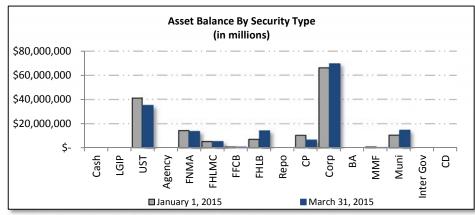


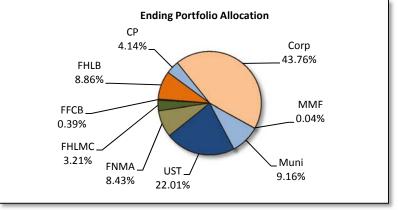
100.00%



VACo/VML Virginia Investment Pool Market Value Basis Security Distribution January 1, 2015 to March 31, 2015

| Security Distribution | January 1, 2015 Beginning Balance | Portfolio Allocation | March 31, 2015 Ending Balance | Book Yield | Portfolio Allocation | Change in Allocation | Permitted by Policy* | Compliant |
|------------------------------|--------------------------------------|-------------------------|----------------------------------|------------|-------------------------|-------------------------|----------------------|-----------|
| Cash | \$ - | 0.00% | \$ - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Bank Deposit Notes | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| U.S. Treasury Notes | 41,137,986.77 | 26.43% | 35,069,169.22 | 0.68% | 22.01% | -4.43% | 100.00% | YES |
| U.S. Agency Notes | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| FNMA | 14,242,663.45 | 9.15% | 13,438,621.45 | 1.02% | 8.43% | -0.72% | 100.00% | YES |
| FHLMC | 5,094,968.22 | 3.27% | 5,112,209.22 | 0.99% | 3.21% | -0.07% | 100.00% | YES |
| FFCB | 611,157.48 | 0.39% | 617,638.73 | 1.00% | 0.39% | -0.01% | 100.00% | YES |
| FHLB | 7,023,753.75 | 4.51% | 14,120,471.74 | 0.75% | 8.86% | 4.35% | 100.00% | YES |
| Fed Instrumentality Subtotal | \$ 26,972,542.90 | 17.33% | \$ 33,288,941.13 | 0.90% | 20.89% | 3.56% | 100.00% | YES |
| Repurchase Agreement | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Commercial Paper | 10,293,412.05 | 6.61% | 6,598,710.83 | 0.31% | 4.14% | -2.47% | 35.00% | YES |
| Corporate Notes | 66,094,417.39 | 42.47% | 69,731,140.39 | 0.81% | 43.76% | 1.29% | 100.00% | YES |
| Bankers Acceptances | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Money Market Funds | 639,089.09 | 0.41% | 65,286.85 | 0.01% | 0.04% | -0.37% | 100.00% | YES |
| Municipal Bonds | 10,482,618.67 | 6.74% | 14,599,586.44 | 1.01% | 9.16% | 2.43% | 100.00% | YES |
| Intergovernmental Funds | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Certificates of Deposit | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Total Portfolio Market Value | \$ 155,620,066.87 | 100.00% | \$ 159,352,834.87 | 0.80% | 100.00% | | | |





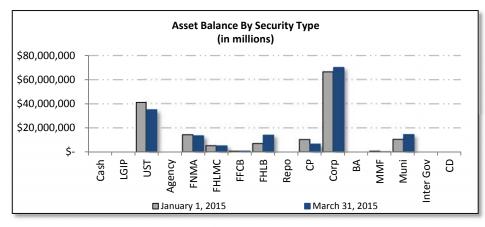
*Permitted allocation based on aggregate assets as defined within the investment policy.

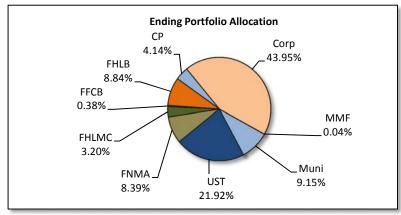
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VACo/VML Virginia Investment Pool Historical Cost Basis Security Distribution January 1, 2015 to March 31, 2015

| Security Distribution | January 1, 2015 Beginning Balance | Portfolio Allocation | March 31, 2015 Ending Balance | Book Yield | Portfolio Allocation | Change in Allocation | Permitted by Policy* | Compliant |
|---------------------------------|--------------------------------------|-------------------------|----------------------------------|------------|-------------------------|-------------------------|-------------------------|-----------|
| Cash | \$ - | 0.00% | \$ - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| LGIP | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| U.S. Treasury Notes | 41,067,957.14 | 26.36% | 34,883,087.62 | 0.68% | 21.92% | -4.45% | 100.00% | YES |
| U.S. Agency Notes | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| FNMA | 14,235,480.45 | 9.14% | 13,355,513.51 | 1.02% | 8.39% | -0.75% | 100.00% | YES |
| FHLMC | 5,095,996.94 | 3.27% | 5,095,996.94 | 0.99% | 3.20% | -0.07% | 100.00% | YES |
| FFCB | 612,598.60 | 0.39% | 612,598.60 | 1.00% | 0.38% | -0.01% | 100.00% | YES |
| FHLB | 7,021,710.00 | 4.51% | 14,068,085.00 | 0.75% | 8.84% | 4.33% | 100.00% | YES |
| Fed Instrumentality Subtotal | \$ 26,965,785.99 | 17.31% | \$ 33,132,194.05 | 0.90% | 20.82% | 3.51% | 100.00% | YES |
| Repurchase Agreement | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Commercial Paper | 10,278,587.61 | 6.60% | 6,582,920.83 | 0.31% | 4.14% | -2.46% | 35.00% | YES |
| Corporate Notes | 66,338,083.80 | 42.58% | 69,949,359.55 | 0.81% | 43.95% | 1.36% | 100.00% | YES |
| Bankers Acceptances | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Money Market Funds | 639,089.09 | 0.41% | 65,286.85 | 0.01% | 0.04% | -0.37% | 100.00% | YES |
| Municipal Bonds | 10,491,825.00 | 6.73% | 14,559,480.00 | 1.01% | 9.15% | 2.41% | 100.00% | YES |
| Intergovernmental Funds | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Certificates of Deposit | - | 0.00% | - | 0.00% | 0.00% | 0.00% | 100.00% | YES |
| Total Portfolio Historical Cost | \$ 155,781,328.63 | 100.00% | \$ 159,172,328.90 | 0.80% | 100.00% | | | |





*Permitted allocation based on aggregate assets as defined within the investment policy.

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Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

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Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

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Public Trust Advisors 999 18th Street, Suite 1230 Denver, CO 80202



VACo/VML Virginia Investment Pool Detail

Portfolio Holdings

Portfolio Income

Portfolio Transactions

Issuer Concentration

Security Concentration

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Month End Report Trade Date

VML (40529)

Quarter End (Q1 Y2015) 01/01/2015 - 03/31/2015

Dated: 04/16/2015 Locked Down



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Dated: 04/16/2015

| Holdings Report Trade Date (VML (40529)) | 1 |
|--|----|
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| Transactions Realized Gain Loss Report (VML (40529)) | 12 |
| Issuer Concentration with Yield GASB 40 Trade Date (VML (40529)) | 16 |
| Security Type GASB 40 Trade Date (VML (40529)) | 27 |



Holdings Report Trade Date As of 03/31/2015

VML (40529)

| Market Value + Accrued Market Value + Accrued 1,999,412.00 | Accrued Balance, Net Unrealized Gain/Loss | | Contents | to Table of | Return t | | As of 03/31/2015 |
|--|--|-------------------------------------|--|----------------------------|--|---|--|
| Market Value + Accrued Market Value + Accrued 1,999,412.00 | Accrued Balance, Net Unrealized Gain/Loss | | _ | | _ | | |
| 60.00 1,999,412.00 | | Book Value, Book Value + Accrued | Moodys Rating, S&P Rating, Fitch Rating | Trade Date, Settle Date | Original Cost, Current Units, Market Price | Effective Maturity, Final Maturity, Callable, Next Call Date | Description, Identifier, Security Type, Coupon |
| 116.83 1,999,972.00 | 560.00 -916.83 | 2,000,328.83 2,000,888.83 | NR AAA AAA | 05/02/2014 05/07/2014 | 2,000,703.12 2,000,000.00 99.971 | 01/15/2016 11/15/2018 | COMET 2013-A1 A1 14041NEK3 ABS 0.63 |
| 440.04 1,255,551.89 45.00 1,256,191.94 | 640.04 145.00 | 1,255,406.89 1,256,046.93 | Aaa AAA NA | 02/24/2014 02/26/2014 | 1,263,462.81 1,252,260.95 100.263 | 08/20/2015 06/15/2017 Y | FORDO 2012-A A4 34529UAD6 ABS 1.15 |
| 37.49 572,331.67 16.34 572,469.16 | 137.49 -516.34 | 572,848.01 572,985.49 | Aaa NA AAA | 04/16/2014 04/23/2014 | 572,815.85 572,860.99 99.908 | 07/17/2017 Y | SDART 2014-2 A2A 80283WAB5 ABS 0.54 |
| 58.33 1,028,283.00 105.56 1,046,841.33 | 18,558.33 -605.56 | 1,028,888.56 1,047,446.89 | Aaa AAA AAA | 05/02/2014 05/07/2014 | 1,069,687.50 1,000,000.00 102.828 | 11/20/2017 Y | CCCIT 2005-A9 A9 17305ECX1 ABS 5.10 |
| | 524.44 -50.21 | 2,001,036.21 2,001,560.65 | NR AAA AAA | 08/07/2014 08/12/2014 | 2,002,812.50 2,000,000.00 100.049 | 08/15/2017 Y | CHAIT 2012-A5 A5 161571FL3 ABS 0.59 |
| 1,600,016.00 32.65 1,600,400.00 | 384.00 -332.65 | 1,600,348.65 1,600,732.65 | NR AAA AAA | 08/13/2014 08/18/2014 | 1,600,750.00 1,600,000.00 100.001 | 10/16/2017 Y | CHAIT 2012-A8 A8 161571FR0 ABS 0.54 |
| 35.80 681,443.31 53.41 681,779.11 | 335.80 -453.41 | 681,896.72 682,232.52 | Aaa AAA NA | 05/01/2014 05/06/2014 | 684,638.62 680,676.87 100.113 | 12/15/2017 Y | SDART 2013-4 A3 80283HAC6 ABS 1.11 |
| 27.50 1,003,992.00 15.01 1,006,119.50 | 2,127.50 -115.01 | 1,004,107.01 1,006,234.51 | Aaa AAA NR | 03/11/2014 | 1,007,382.81 1,000,000.00 100.399 | 07/23/2018 Y | CCCIT 2013-A3 A3 17305EFC4 ABS 1.11 |
| | 431.11 -178.35 | 1,000,632.35 1,001,063.46 | Aaa AAA NA | 04/02/2014 04/07/2014 | 1,005,781.25 1,000,000.00 100.045 | 04/16/2018 Y | HAROT 2012-1 A4 43813UAD2 ABS 0.97 |
| 45.19 695,119.78 93.43 695,264.96 | 145.19 93.43 | 695,026.35 695,171.54 | Aaa NA AAA | 06/17/2014 06/24/2014 | 695,009.96 695,035.68 100.012 | 03/15/2017 Y | FORDO 2014-B A2 34530KAA1 ABS 0.47 |
| 78.06 999,527.00 197.58 999,805.06 | 278.06 -397.58 | 999,924.58 1,000,202.63 | Aaa AAA NA | | 999,879.80 1,000,000.00 99.953 | 03/19/2018 | HAROT 2014-2 A3 43814GAC4 ABS 0.77 |
| | 9,479.17 37,078.67 | 2,955,781.33 2,965,260.50 | Aaa AA+ AAA | 12/08/2014 | 2,951,442.00 3,000,000.00 99.762 | 05/21/2018 05/21/2018 | FANNIE MAE 3135G0WJ8 AGCY BOND 0.875 |
| | 1,666.67 719.23 | 3,016,380.77 3,018,047.43 | Aaa AA+ AAA | 07/21/2014 07/22/2014 | 3,028,380.00 3,000,000.00 100.57 | 03/11/2016 03/11/2016 N | FEDERAL HOME LOAN BANK 313375RN9 AGCY BOND 1.00 |
| 32.12 614,306.60 117.06 617,638.72 | 3,332.12 2,017.06 | 612,289.54 615,621.67 | Aaa AA+ AAA | 11/25/2014 11/26/2014 | 612,598.60 610,000.00 100.706 | 10/10/2017 10/10/2017 N | FEDERAL FARM CREDIT BANK 3133EDXA5 AGCY BOND 1.15 |
| 33.33 2,997,150.00 24.09 3,000,983.33 | 3,833.33 1,024.09 | 2,996,125.91 2,999,959.24 | Aaa AA+ AAA | 06/19/2014 06/20/2014 | 2,993,580.00 3,000,000.00 99.905 | 06/06/2016 06/06/2016 N | FEDERAL HOME LOAN BANK 3130A22P0 AGCY BOND 0.40 |
| 0.00 1,968,080.00 1,968,080.00 | 0.00 12,804.93 | 1,955,275.07 1,955,275.07 | Aaa AA+ AAA | 05/02/2014 05/05/2014 | 1,936,880.00 2,000,000.00 98.404 | 06/01/2017 06/01/2017 N | FANNIE MAE 31359MEL3 AGCY BOND 0.00 |
| 06.25 13.15 1,005,890.00 1,010,296.25 p. 106/482 | 4,406.25 6,113.15 | 999,776.85 1,004,183.10 | Aaa AA+ AAA | 12/11/2014 12/16/2014 | 999,750.00 1,000,000.00 100.589 | 12/08/2017 12/08/2017 N | FEDERAL HOME LOAN BANK 3130A3HF4 AGCY BOND 1.125 |



Holdings Report Trade Date As of 03/31/2015

VML (40529)
Dated: 04/16/2015

As of 03/31/2015 Return to Table of Contents

| Batca: 0-1/10/2010 | | | Jontenta | o rable of c | Retuin t | | A3 01 03/31/2013 |
|---|--|-------------------------------------|--|----------------------------|--|---|---|
| Market Value, Market Value + Accrued | Accrued Balance, Net Unrealized Gain/Loss | Book Value, Book Value + Accrued | Moodys Rating, S&P Rating, Fitch Rating | Trade Date, Settle Date | Original Cost, Current Units, Market Price | Effective Maturity, Final Maturity, Callable, Next Call Date | Identifier |
| 1,504,650.00 1,504,733.33 | 83.33 5,915.92 | 1,498,734.08 1,498,817.42 | Aaa AA+ AAA | 11/06/2014 11/12/2014 | 1,498,536.00 1,500,000.00 100.31 | 09/29/2017 09/29/2017 N | FREDDIE MAC 3137EADL0 AGCY BOND 1.00 |
| 1,005,000.00 1,006,062.50 | 1,062.50 5,448.57 | 999,551.43 1,000,613.93 | NA AA+ AAA | 02/26/2015 02/27/2015 | 999,540.00 1,000,000.00 100.50 | 04/25/2018 N | FEDERAL HOME LOAN BANK 3130A4GJ5 AGCY BOND 1.125 |
| 1,518,810.00 1,526,054.79 | 7,244.79 10,323.50 | 1,508,486.50 1,515,731.30 | Aaa AA+ AAA | | 1,508,760.00 1,500,000.00 101.254 | 06/14/2019 N | FEDERAL HOME LOAN BANK 313379EE5 AGCY BOND 1.625 |
| 2,509,450.00 2,513,877.08 | 4,427.08 7,520.95 | 2,501,929.05 2,506,356.14 | Aaa AA+ AAA | | 2,502,175.00 2,500,000.00 100.378 | 01/06/2017 N | FEDERAL HOME LOAN BANK 3130A3UR3 AGCY BOND 0.75 |
| 2,034,320.00 2,044,431.11 | 10,111.11 2,725.64 | 2,031,594.36 2,041,705.47 | Aaa AA+ AAA | 01/06/2015 01/07/2015 | 2,035,900.00 2,000,000.00 101.716 | 12/09/2016 N | FEDERAL HOME LOAN BANK 313371PV2 AGCY BOND 1.625 |
| 2,007,220.00 2,007,831.11 | 611.11 13,971.64 | 1,993,248.36 1,993,859.48 | Aaa AA+ AAA | 07/16/2014 07/17/2014 | 1,991,340.00 2,000,000.00 100.361 | 09/20/2017 Y | FANNIE MAE 3135G0PP2 AGCY BOND 1.00 |
| 1,549,767.50 1,551,076.39 | 1,308.89 -232.50 | 1,550,000.00 1,551,308.89 | Aaa AA+ AAA | 02/11/2014 02/12/2014 | 1,550,000.00 1,550,000.00 99.985 | 01/15/2016 01/15/2016 Y 04/15/2015 | FREDDIE MAC 3134G4S33 AGCY BOND 0.40 |
| 2,003,560.00 2,003,587.78 | 27.78 2,054.73 | 2,001,505.27 2,001,533.05 | Aaa AA+ AAA | 02/11/2014 02/12/2014 | 2,003,220.00 2,000,000.00 100.178 | 03/30/2016 N | FANNIE MAE 3135GOVA8 AGCY BOND 0.50 |
| -0.00 -0.00 | 0.00 0.00 | -0.00 -0.00 | Aaa AAA AAA | | -0.00 -0.00 1.00 | 03/31/2015 03/31/2015 N | Cash CCYUSD CASH 0.00 |
| 1,003,900.00 1,006,300.00 | 2,400.00 1,617.97 | 1,002,282.03 1,004,682.03 | Aa3 AA- AA- | 01/29/2015 01/30/2015 | 1,002,420.00 1,000,000.00 100.39 | 01/26/2018 | US BANK NA CINCINNATI 90331HMQ3 CORP 1.35 |
| 1,006,220.00 1,012,720.00 | 6,500.00 -105.09 | 1,006,325.09 1,012,825.09 | Aa2 AA AA | | 1,018,990.00 1,000,000.00 100.622 | 10/25/2015 N | WAL-MART STORES INC 931142CX9 CORP 1.50 |
| 1,005,760.00 1,006,666.25 | 906.25 5,760.00 | 1,000,000.00 1,000,906.25 | Aaa AAA NA | | 1,000,000.00 1,000,000.00 100.576 | 03/06/2018 N | EXXON MOBIL CORPORATION 30231GAL6 CORP 1.305 |
| 2,005,940.00 2,018,162.22 | 12,222.22 9,992.39 | 1,995,947.61 2,008,169.83 | Aa3 AA- A | 07/25/2014 07/30/2014 | 1,994,880.00 2,000,000.00 100.297 | 10/05/2017 N | TOYOTA MOTOR CREDIT CORP 89233P6S0 CORP 1.25 |
| 2,006,300.00 2,014,422.22 | 8,122.22 1,393.86 | 2,004,906.14 2,013,028.36 | Aa3 AA+ NA | 05/16/2014 05/21/2014 | 2,012,980.00 2,000,000.00 100.315 | 10/09/2015 N | CORP 0.85 |
| 1,015,020.00 1,021,064.44 | 6,044.44 2,969.33 | 1,012,050.67 1,018,095.12 | Aa2 AA A+ | 02/13/2014 02/19/2014 | 1,018,290.00 1,000,000.00 101.502 | 05/15/2017 N | CORP 1.60 |
| 1,015,020.00 1,021,064.44 | 6,044.44 4,988.24 | 1,010,031.76 1,016,076.20 | Aa2 AA A+ | 05/02/2014 05/07/2014 | 1,014,220.00 1,000,000.00 101.502 | 05/15/2017 N | BERKSHIRE HATHAWAY FIN 084664BS9 CORP 1.60 |
| | | | | | | | |



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| Market Value Market Value + Accrued | Accrued Balance, Net Unrealized Gain/Loss | Book Value, Book Value + Accrued | Moodys Rating, S&P Rating, Fitch Rating | | Original Cost, Current Units, Market Price | Effective Maturity, Final Maturity, Callable, Next Call Date | Identifier, Security Type, |
|--|--|-------------------------------------|--|--------------------------|--|---|--|
| 1,001,060.00 1,005,460.00 | 4,400.00 1,811.79 | 999,248.21 1,003,648.21 | Aa2 AA- AA- | 05/14/2014 05/21/2014 | 998,950.00 1,000,000.00 100.106 | 05/19/2017 N | WESTPAC BANKING CORP 961214CH4 CORP 1.20 |
| 2,009,900.00 2,016,700.00 | 6,800.00 7,044.79 | 2,002,855.21 2,009,655.21 | Aa1 AA AA | | 2,004,220.00 2,000,000.00 100.495 | 11/15/2016 N | SHELL INTERNATIONAL FIN 822582AZ5 CORP 0.90 |
| 2,221,620.00 2,227,003.33 | 5,383.33 10,020.28 | 2,211,599.72 2,216,983.05 | Aa3 AA- A+ | | 2,304,540.00 2,000,000.00 111.081 | Υ | IBM CORP 459200GJ4 CORP 5.70 |
| 1,010,770.00 1,011,656.1 | 886.11 1,741.76 | 1,009,028.24 1,009,914.36 | Aa3 AA- AA | 02/10/2014 02/13/2014 | 1,016,080.00 1,000,000.00 101.077 | 09/09/2016 N | ROYAL BANK OF CANADA 78010UBY2 CORP 1.45 |
| 2,045,640.00 2,056,334.44 | 10,694.44 -293.26 | 2,045,933.26 2,056,627.70 | Aa1 AA- AA- | 05/01/2014 05/06/2014 | 2,077,860.00 2,000,000.00 102.282 | 07/14/2016 N | TORONTO-DOMINION BANK 89114QAB4 CORP 2.50 |
| 2,034,200.00 2,037,200.00 | 3,000.00 3,576.10 | 2,030,623.90 2,033,623.90 | Aa3 AA A+ | 02/11/2014 02/14/2014 | 2,054,880.00 2,000,000.00 101.71 | 09/01/2016 N | COCA-COLA CO/THE 191216AU4 CORP 1.80 |
| 1,004,470.00 1,005,683.89 | 1,213.89 463.97 | 1,004,006.03 1,005,219.92 | Aa2 AA A+ | 02/10/2014 02/13/2014 | 1,007,270.00 1,000,000.00 100.447 | 08/15/2016 N | BERKSHIRE HATHAWAY FIN 084664BX8 CORP 0.95 |
| 788,133.96 788,829.26 | 695.32 -42.40 | 788,176.36 788,871.68 | Aa2 AA A+ | 02/11/2014 02/12/2014 | 788,288.41 788,000.00 100.017 | 01/10/2017 N | BERKSHIRE HATHAWAY FIN 084664CA7 CORP 0.402 |
| 1,995,060.00 1,998,497.50 | 3,437.50 861.31 | 1,994,198.69 1,997,636.19 | Aa3 AA- A+ | 02/03/2015 02/06/2015 | 1,993,900.00 2,000,000.00 99.753 | N | IBM CORP 459200HZ7 CORP 1.125 |
| 1,103,880.00 1,120,650.83 | 16,770.83 3,758.00 | 1,100,122.00 1,116,892.83 | Aa3 AA+ NA | | 1,132,960.00 1,000,000.00 110.388 | 12/06/2017 N | GENERAL ELECTRIC CO 369604BC6 CORP 5.25 |
| 998,830.00 1,002,996.67 | 4,166.67 12,345.56 | 986,484.44 990,651.11 | Aaa AAA AA+ | 06/17/2014 06/20/2014 | 983,150.00 1,000,000.00 99.883 | 05/01/2018 N | MICROSOFT CORP 594918AS3 CORP 1.00 |
| 1,019,850.00 1,023,069.44 | 3,219.44 1,171.04 | 1,018,678.96 1,021,898.40 | Aa2 AA A+ | | 1,026,890.00 1,000,000.00 101.985 | 01/31/2017 N | BERKSHIRE HATHAWAY INC 084670BD9 CORP 1.90 |
| 2,008,500.00 2,011,226.70 | 2,726.70 -3,256.02 | 2,011,756.02 2,014,482.72 | Aa1 AA- AA- | | 2,015,194.00 2,000,000.00 100.425 | 04/30/2018 N | TORONTO-DOMINION BANK 89114QAH1 CORP 0.805 |
| 1,021,730.00 1,034,667.50 | 12,937.50 -1,117.09 | 1,022,847.09 1,035,784.59 | Aa3 AA- AA | | 1,044,060.00 1,000,000.00 102.173 | 04/19/2016 04/19/2016 N | ROYAL BANK OF CANADA 78008K5V1 CORP 2.875 |
| 1,019,280.00 1,021,891.1 | 2,611.11 3,349.66 | 1,015,930.34 1,018,541.45 | Aa2 AA- AA- | | 1,023,200.00 1,000,000.00 101.928 | 08/14/2017 N | WESTPAC BANKING CORP 961214BV4 CORP 2.00 |
| 1,006,850.00 1,012,516.67 | 5,666.67 -123.24 | 1,006,973.24 1,012,639.90 | Aa3 AA A+ | | 1,019,500.00 1,000,000.00 100.685 | 11/15/2015 | COCA-COLA CO/THE 191216AP5 CORP 1.50 |



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| Batca: 0-4/10/2010 | | | ontonto | o rable of C | rtotuiri | | 3 01 00/3 1/20 13 |
|---------------------------------------|--|-------------------------------------|--|----------------------------|--|---|---|
| Market Value Market Value + Accrue | Accrued Balance, Net Unrealized Gain/Loss | Book Value, Book Value + Accrued | Moodys Rating, S&P Rating, Fitch Rating | Trade Date, Settle Date | Original Cost, Current Units, Market Price | Effective Maturity, Final Maturity, Callable, Next Call Date | Identifier, Security Type. |
| 1,025,460.0 1,028,015.5 | 2,555.56 13,419.80 | 1,012,040.20 1,014,595.76 | Aa2 AA A+ | 05/02/2014 05/07/2014 | 1,015,120.00 1,000,000.00 102.546 | 08/15/2018 08/15/2018 N | BERKSHIRE HATHAWAY FIN 084664BY6 CORP 2.00 |
| 2,008,820.0 2,010,485.3 | 1,665.30 4,600.65 | 2,004,219.35 2,005,884.65 | Aa1 AA+ NA | 10/08/2014 10/14/2014 | 2,004,696.00 2,000,000.00 100.441 | 05/06/2019 N | APPLE INC 037833AP5 CORP 0.555 |
| 1,003,320.0 1,003,729.3 | 409.33 3,320.00 | 1,000,000.00 1,000,409.33 | Aaa AAA NA | | 1,000,000.00 1,000,000.00 100.332 | 03/15/2017 N | EXXON MOBIL CORPORATION 30231GAA0 CORP 0.921 |
| 2,005,880.00 2,008,380.00 | 2,500.00 11,731.28 | 1,994,148.72 1,996,648.72 | Aa1 AA AA | | 1,992,403.92 2,000,000.00 100.294 | 08/21/2017 N | SHELL INTERNATIONAL FIN 822582AR3 CORP 1.125 |
| 2,006,960.00 2,014,460.00 | 7,500.00 7,225.34 | 1,999,734.66 2,007,234.66 | Aa2 AA- NA | 06/09/2014 06/13/2014 | 1,999,640.00 2,000,000.00 100.348 | 06/13/2017 N | AUST & NZ BANKING GRP NY 05253JAFA CORP 1.25 |
| 1,018,170.0 1,021,907.5 | 3,737.50 1,559.21 | 1,016,610.79 1,020,348.29 | Aa3 AA- A+ | 02/10/2014 02/11/2014 | 1,030,930.00 1,000,000.00 101.817 | 07/22/2016 N | IBM CORP 459200GX3 CORP 1.95 |
| 1,700,374.0 1,703,519.0 | 3,145.00 1,349.22 | 1,699,024.78 1,702,169.78 | Aa1 AA+ NA | 02/13/2014 02/19/2014 | 1,698,028.00 1,700,000.00 100.022 | N | APPLE INC 037833AH3 CORP 0.45 |
| 1,250,275.0 1,252,587.5 | 2,312.50 1,303.37 | 1,248,971.63 1,251,284.13 | Aa1 AA+ NA | 05/02/2014 05/07/2014 | 1,248,125.00 1,250,000.00 100.022 | 05/03/2016 N | APPLE INC 037833AH3 CORP 0.45 |
| 1,004,000.0 1,007,055.5 | 3,055.56 495.93 | 1,003,504.07 1,006,559.62 | Aa3 AA+ NR | 04/01/2014 04/04/2014 | 1,008,480.00 1,000,000.00 100.40 | 12/11/2015 N | GENERAL ELEC CAP CORP 36962G6M1 CORP 1.00 |
| 1,004,000.0 1,007,055.5 | 3,055.56 347.09 | 1,003,652.91 1,006,708.47 | Aa3 AA+ NR | 02/10/2014 02/11/2014 | 1,009,610.00 1,000,000.00 100.40 | 12/11/2015 N | GENERAL ELEC CAP CORP 36962G6M1 CORP 1.00 |
| 1,502,925.0 1,504,588.4 | 1,663.45 2,056.20 | 1,500,868.80 1,502,532.25 | Aa3 AA- AA | 02/11/2014 02/12/2014 | 1,501,410.00 1,500,000.00 100.195 | 01/23/2017 N | ROYAL BANK OF CANADA 78010UNY9 CORP 0.587 |
| 2,218,540.0 2,232,723.3 | 14,183.33 8,731.89 | 2,209,808.11 2,223,991.44 | Aaa AAA AAA | 02/12/2014 02/18/2014 | 2,306,580.00 2,000,000.00 110.927 | 08/15/2017 Y | JOHNSON & JOHNSON 478160AQ7 CORP 5.55 |
| 500,090.0 501,444.1 | 1,354.17 182.54 | 499,907.46 501,261.63 | Aaa AA+ AAA | 02/05/2015 02/11/2015 | 499,905.00 500,000.00 100.018 | 02/11/2020 N | NEW YORK LIFE GLOBAL FDG 64952WBY8 CORP 1.95 |
| 2,039,280.0 2,048,352.2 | 9,072.22 -1,124.13 | 2,040,404.13 2,049,476.35 | Aa3 AA- AA | | 2,068,120.00 2,000,000.00 101.964 | 07/20/2016 N | ROYAL BANK OF CANADA 78008TLB8 CORP 2.30 |
| 1,252,962.5 1,258,782.8 | 5,820.31 5,811.11 | 1,247,151.39 1,252,971.70 | Aa1 AA- AA- | 04/28/2014 05/02/2014 | 1,245,925.00 1,250,000.00 100.237 | 05/02/2017 N | TORONTO-DOMINION BANK 89114QAQ1 CORP 1.125 |
| 1,749,492.5 1,749,652.4 | 159.93 -507.50 | 1,750,000.00 1,750,159.93 | Aa3 NA A | 09/22/2014 09/25/2014 | 1,750,000.00 1,750,000.00 99.971 | 09/23/2016 N | TOYOTA MOTOR CREDIT CORP 89236TBV6 CORP 0.37 |



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| Market Value, Market Value + Accrued | Accrued Balance, Net Unrealized Gain/Loss | Book Value, Book Value + Accrued | Moodys Rating, S&P Rating, Fitch Rating | | Original Cost, Current Units, Market Price | Effective Maturity, Final Maturity, Callable, Next Call Date | Identifier, Security Type, |
|---|--|-------------------------------------|--|--------------------------|--|---|---|
| 2,019,880.00 2,042,380.00 | 22,500.00 -1,003.17 | 2,020,883.17 2,043,383.17 | Aa2 AA AA | | 2,114,740.00 2,000,000.00 100.994 | 07/01/2015 N | WAL-MART STORES INC 931142BY8 CORP 4.50 |
| 2,999,167.50 2,999,167.50 | 0.00 0.00 | 2,999,167.50 2,999,167.50 | P-1 A-1 F1+ | 05/01/2014 05/02/2014 | 2,988,869.16 3,000,000.00 99.972 | 04/28/2015 N | Standard Chartered Bank 85324URU9 CP 0.00 |
| 2,999,718.33 2,999,718.33 | 0.00 0.00 | 2,999,718.33 2,999,718.33 | P-1 A-1+ NR | 07/21/2014 07/22/2014 | 2,994,236.67 3,000,000.00 99.991 | 04/14/2015 N | Bedford Row Funding Corp. 07644BRE4 CP 0.00 |
| 599,825.00 599,825.00 | 0.00 -0.00 | 599,825.00 599,825.00 | P-1 A-1 NR | 03/27/2015 03/30/2015 | | 05/06/2015 N | |
| 1,042,348.00 1,044,597.17 | 2,249.17 11,670.92 | 1,030,677.08 1,032,926.25 | Aaa AA+ AAA | | 1,040,078.13 1,000,000.00 104.235 | 05/25/2018 Y | FHMS K703 A2 3137AEV77 FHLMC CMO 2.699 |
| 1,010,614.00 1,011,802.33 | 1,188.33 5,402.33 | 1,005,211.67 1,006,400.00 | Aaa AA+ AAA | | 1,007,382.81 1,000,000.00 101.061 | 08/25/2017 Y | FHMS K502 A2 3137B03W2 FHLMC CMO 1.426 |
| 607,829.26 608,071.38 | 242.11 184.43 | 607,644.83 607,886.95 | Aaa AA+ AAA | 02/12/2014 02/28/2014 | 607,810.18 607,816.50 100.002 | 09/25/2015 N | FNA 2014-M2 ASQ2 3136AJDN3 FNMA 0.478 |
| 1,383,798.51 1,384,442.06 | 643.55 -180.64 | 1,383,979.15 1,384,622.70 | Aaa AA+ AAA | | 1,383,973.93 1,383,983.96 99.987 | 03/25/2016 N | FNA 2014-M3 ASQ2 3136AJKZ8 FNMA 0.558 |
| 1,482,724.91 1,486,005.62 | 3,280.71 -768.08 | 1,483,492.99 1,486,773.70 | Aaa AA+ AAA | 02/24/2014 02/27/2014 | 1,505,916.08 1,437,682.32 103.133 | | FN 466354 31381PBX5 FNMA 2.65 |
| 976,186.27 978,264.34 | 2,078.07 8,539.92 | 967,646.35 969,724.42 | Aaa AA+ AAA | 02/12/2014 02/18/2014 | 974,931.33 942,674.20 103.555 | | |
| 1,499,850.00 1,504,198.96 | 4,348.96 1,335.65 | 1,498,514.35 1,502,863.31 | Aaa AAA AAA | | 1,497,780.00 1,500,000.00 99.99 | 10/14/2016 N | INTL BK RECON & DEVELOP 459058DS9 INTL GOV 0.625 |
| 65,286.85 65,286.85 | 0.00 0.00 | 65,286.85 65,286.85 | Aaa AAAm AAA | | 65,286.85 65,286.85 1.00 | 03/31/2015 N | FIDELITY GOVERNMENT PORT-I 316175108 MMFUND 0.01 |
| 2,002,340.00 2,005,606.67 | 3,266.67 2,340.00 | 2,000,000.00 2,003,266.67 | Aaa AAA AAA | | 2,000,000.00 2,000,000.00 100.117 | 02/01/2017 N | GEORGIA ST-B-TXBL 373384T48 MUNI 0.98 |
| 1,499,280.00 1,499,592.50 | 312.50 -720.00 | 1,500,000.00 1,500,312.50 | Aa3 AA AA | | 1,500,000.00 1,500,000.00 99.952 | 09/01/2015 N | CONNECTICUT ST-A-TXBL 20772JWS7 MUNI 0.25 |
| 998,780.00 1,000,081.94 | 1,301.94 -1,220.00 | 1,000,000.00 1,001,301.94 | Aa2 AA AA+ | | 1,000,000.00 1,000,000.00 99.878 | 10/01/2017 N | MISSISSIPPI ST-B-TXBL 605581FX0 MUNI 1.09 |
| 1,057,670.00 1,073,599.17 | 15,929.17 -3,184.17 | 1,060,854.17 1,076,783.34 | Aa1 AAA AAA | 02/02/2015 02/03/2015 | 1,065,480.00 1,000,000.00 105.767 | 05/01/2017 N | NYC TRANSL FIN-BABS 64971MS37 MUNI 3.823 |
| | | | AAA | | 1,000,000.00 | 05/01/2017 N | 64971MS37 MUNI |



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| Personal Processor Persona | | | | | | | | |
|--|------------------------------|------------------|------------------------------|------------------------|----------------------------|----------------|------------------------------|-------------------------------|
| Common | | | Book Value + Accrued | Rating, S&P Rating, | Trade Date, Settle Date | Current Units, | Final Maturity, Callable, | Identifier, Security Type, |
| ## STATE 1.001.000.00 0.000.000.00 0.000.000.000.0 | | | | AAA | 03/05/2014 03/18/2014 | 1,500,000.00 | 03/01/2017 N | 574193JA7 MUNI |
| SCHOOLS 1982 | | | | AAA | | 1,000,000.00 | 02/15/2017 N | 64990EUD7 MUNI |
| 1,500,000.00 0,000.000 0 | | 333.33 298.30 | | AAA | 04/22/2014 04/25/2014 | 750,000.00 | 03/15/2017 N | 650035J41 MUNI |
| 1500,000 | | | | AAA | 03/25/2014 03/28/2014 | 1,500,000.00 | 04/01/2017 N | 303891YE9 MUNI |
| 971710AU0 0601/2018 | | | | AA+ | | 1,500,000.00 | 11/01/2018 N | 57582RAN6 MUNI |
| SSAE2MSS 06/30/2017 S00,000.00 02/2016 SAA-No. S00,508.03 4-20.00 S00,110.83 No. No. | | | | AA | | 2,000,000.00 | 05/01/2018 N | 977100AU0 MUNI |
| Second S | 499,580.00 500,110.83 | | 500,000.00 500,530.83 | AA- | 02/06/2015 02/26/2015 | 500,000.00 | 06/30/2017 N | 938429M38 MUNI |
| ## 1828/WY7 09/15/2016 2,200,000.00 07/22/2014 AAA 2,209,627.79 5,363.48 2,214,991.27 US CROV N 100.641 AAA AAA 3,001,219.51 12,115.38 3,017,580.00 91,22262.73 04/15/2017 3,000,000.00 05/02/2014 AAA 3,001,334.89 16,360.49 3,029,695.38 10,057 | 2,005,940.00 2,007,493.87 | | 2,002,125.91 2,003,679.77 | AA+ | 05/02/2014 05/05/2014 | 2,000,000.00 | 08/15/2016 N | 912828VR8 US GOV |
| 912828073 04/15/2017 3,000,000 05/02/2014 AAA AAA 3,013,334.89 16,360.49 3,029,695.38 10,000 0,0 | | | | AA+ | 07/21/2014 07/22/2014 | 2,200,000.00 | 09/15/2016 N | 912828VW7 US GOV |
| 912828WH9 05/15/2017 2,750,000.00 06/09/2014 AA+ 2,762,695.47 11,893.56 2,774,589.03 100.563 1 | 3,017,580.00 3,029,695.38 | | 3,001,219.51 3,013,334.89 | AA+ | | 3,000,000.00 | 04/15/2017 N | 912828C73 US GOV |
| 912828WQ9 06/30/2016 2,000,000.00 07/03/2014 AAA 2,002,857.26 2,936.55 2,005,793.81 | 2,765,482.50 2,774,589.03 | | 2,753,588.94 2,762,695.47 | AA+ | 06/06/2014 06/09/2014 | 2,750,000.00 | 05/15/2017 N | 912828WH9 US GOV |
| 912828WA4 10/15/2016 1,500,000.00 0/13/2014 AA+ AAA 1,504,531.30 3,785.62 1,508,316.92 | | | | AA+ | 07/02/2014 07/03/2014 | 2,000,000.00 | 06/30/2016 N | 912828WQ9 US GOV |
| 912828D80 08/31/2019 1,000,000.00 09/12/2014 AA+ 994,475.16 21,547.89 1,016,023.04 AAA US GOV N 101.461 | | | | AA+ | 02/12/2014 02/13/2014 | 1,500,000.00 | 10/15/2016 N | 912828WA4 US GOV |
| 91282B080 08/31/2019 875,000.00 09/10/2014 AA+ 871,330.64 17,689.52 889,020.16 US GOV N 101.461 AAA US TREASURY N/B 02/15/2016 2,000,234.38 06/17/2014 Aaa 2,000,124.19 932.32 2,002,040.00 91282BUM0 02/15/2016 2,000,000.00 06/18/2014 AA+ 2,001,056.51 1,915.81 2,002,972.32 US GOV N 100.102 AAA | | | 993,062.11 994,475.16 | AA+ | 09/11/2014 09/12/2014 | 1,000,000.00 | 08/31/2019 N | 912828D80 US GOV |
| 912828UM0 02/15/2016 2,000,000.00 06/18/2014 AA+ 2,001,056.51 1,915.81 2,002,972.32 US GOV N 100.102 AAA | | | 870,094.23 871,330.64 | AA+ | 09/09/2014 09/10/2014 | 875,000.00 | 08/31/2019 N | 912828D80 US GOV |
| 0.313 | | | | AA+ | | 2,000,000.00 | 02/15/2016 N | 912828UM0 US GOV |



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|---|---|--|--------------------------|--|-------------------------------------|--|---|
| Identifier, Security Type, | Effective Maturity, Final Maturity, Callable, Next Call Date | Original Cost, Current Units, Market Price | | Moodys Rating, S&P Rating, Fitch Rating | Book Value, Book Value + Accrued | Accrued Balance, Net Unrealized Gain/Loss | Market Value, Market Value + Accrued |
| US TREASURY N/B 912828VG2 US GOV 0.50 | 06/15/2016 N | 1,501,347.66 1,500,000.00 100.164 | | Aaa AA+ AAA | 1,500,697.43 1,502,902.10 | 2,204.67 1,762.57 | 1,502,460.00 1,504,664.67 |
| US TREASURY N/B 912828C81 US GOV 0.375 | 04/30/2016 N | 1,348,892.58 1,350,000.00 100.055 | 05/01/2014 05/02/2014 | Aaa AA+ AAA | 1,349,399.21 1,351,524.90 | 2,125.69 1,343.29 | 1,350,742.50 1,352,868.19 |
| US TREASURY N/B 912828WM8 US GOV 0.375 | 05/31/2016 N | 1,995,781.25 2,000,000.00 100.031 | 07/03/2014 07/07/2014 | Aaa AA+ AAA | 1,997,408.25 1,999,921.99 | 2,513.74 3,211.75 | 2,000,620.00 2,003,133.74 |
| US TREASURY N/B 912828G20 US GOV 0.875 | 11/15/2017 N | 1,194,281.25 1,200,000.00 100.266 | 12/05/2014 12/08/2014 | Aaa AA+ AAA | 1,194,887.56 1,198,861.31 | 3,973.76 8,304.44 | 1,203,192.00 1,207,165.76 |
| US TREASURY N/B 912828RX0 US GOV 0.875 | 12/31/2016 N | 1,004,062.50 1,000,000.00 100.68 | | Aaa AA+ AAA | 1,002,541.64 1,004,741.23 | 2,199.59 4,258.36 | 1,006,800.00 1,008,999.59 |
| US TREASURY N/B 912828UW8 US GOV 0.25 | 04/15/2016 N | 997,578.13 1,000,000.00 99.945 | | Aaa AA+ AAA | 998,827.12 999,980.97 | 1,153.85 622.88 | 999,450.00 1,000,603.85 |
| US TREASURY N/B 912828C40 US GOV 0.375 | 03/31/2016 N | 1,999,531.25 2,000,000.00 100.094 | | Aaa AA+ AAA | 1,999,725.95 1,999,746.44 | 20.49 2,154.05 | 2,001,880.00 2,001,900.49 |
| US TREASURY N/B 912828SC5 US GOV 0.875 | 01/31/2017 N | 1,508,203.13 1,500,000.00 100.656 | | Aaa AA+ AAA | 1,505,063.04 1,507,238.45 | 2,175.41 4,776.96 | 1,509,840.00 1,512,015.41 |
| US TREASURY N/B 912828VL1 US GOV 0.625 | 07/15/2016 N | 2,002,421.88 2,000,000.00 100.305 | 04/01/2014 04/02/2014 | Aaa AA+ AAA | 2,001,370.90 2,003,995.21 | 2,624.31 4,729.10 | 2,006,100.00 2,008,724.31 |
| US TREASURY N/B 912828WP1 US GOV 0.875 | 06/15/2017 N | 1,997,421.87 2,000,000.00 100.523 | 07/02/2014 07/03/2014 | Aaa AA+ AAA | 1,998,067.59 2,003,211.82 | 5,144.23 12,392.41 | 2,010,460.00 2,015,604.23 |
| US TREASURY N/B 912828A67 US GOV 0.25 | 12/31/2015 N | 499,824.22 500,000.00 100.016 | | Aaa AA+ AAA | 499,920.82 500,235.05 | 314.23 159.18 | 500,080.00 500,394.23 |
| ======================================= | 12/22/2016 02/26/2017 | 159,172,328.90 157,361,278.32 | | Aa1 AA AA | 158,530,693.83 158,968,698.62 | 438,004.79 384,136.25 | 158,914,830.09 159,352,834.87 |

^{*} Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.



Income Detail Report Trade Date

VML (40529)

| 0 1/0 1/20 10 00/0 1/20 10 | | ======================================= | 11010111110 1 0010 01 | | | | | |
|---------------------------------------|----------------|---|------------------------|---------------------------------|------------------|----------------------|-------------------|--|
| Identifier, Description | Final Maturity | Current Units | Earned Interest Income | Realized Gain, Realized Loss | Accretion Income | Amortization Expense | Net Earned Income | Interest Payment Received, Ending Interest Due |
| 64952WBY8 NEW YORK LIFE GLOBAL FDG | 02/11/2020 | 500,000.00 | 1,354.17 | 0.00 0.00 | 2.46 | 0.00 | 1,356.63 | 0.00 0.00 |
| 912828D80 US TREASURY N/B | 08/31/2019 | 1,000,000.00 | 4,016.64 | 0.00 0.00 | 373.32 | 0.00 | 4,389.96 | 8,125.00 0.00 |
| 912828D80 US TREASURY N/B | 08/31/2019 | 875,000.00 | 3,514.56 | 0.00 0.00 | 264.17 | 0.00 | 3,778.73 | 7,109.38 0.00 |
| 313379EE5 FEDERAL HOME LOAN BANK | 06/14/2019 | 1,500,000.00 | 3,520.83 | 0.00 0.00 | 0.00 | -273.50 | 3,247.34 | 0.00 0.00 |
| 037833AP5 APPLE INC | 05/06/2019 | 2,000,000.00 | 2,729.00 | 0.00 0.00 | 0.00 | -253.84 | 2,475.16 | 2,718.34 0.00 |
| 31381TCE8 FN 469969 | 12/01/2018 | 942,674.20 | 6,043.29 | 0.00 0.00 | 0.00 | -1,771.25 | 4,272.04 | 6,053.91 0.00 |
| 14041NEK3 COMET 2013-A1 A1 | 11/15/2018 | 2,000,000.00 | 3,150.00 | 0.00 0.00 | 0.00 | -104.04 | 3,045.96 | 3,150.00 0.00 |
| 57582RAN6 MASSACHUSETTS ST | 11/01/2018 | 1,500,000.00 | 3,791.67 | 0.00 0.00 | 0.00 | -95.96 | 3,695.71 | 0.00 0.00 |
| 084664BY6 BERKSHIRE HATHAWAY FIN | 08/15/2018 | 1,000,000.00 | 5,000.00 | 0.00 0.00 | 0.00 | -854.03 | 4,145.97 | 10,000.00 0.00 |
| 17305EFC4 CCCIT 2013-A3 A3 | 07/23/2018 | 1,000,000.00 | 2,775.00 | 0.00 0.00 | 0.00 | -772.62 | 2,002.38 | 5,550.00 0.00 |
| 3137AEV77 FHMS K703 A2 | 05/25/2018 | 1,000,000.00 | 6,747.51 | 0.00 0.00 | 0.00 | -2,584.90 | 4,162.61 | 6,747.51 0.00 |
| 3135G0WJ8 FANNIE MAE | 05/21/2018 | 3,000,000.00 | 6,562.50 | 0.00 0.00 | 3,425.79 | 0.00 | 9,988.29 | 0.00 0.00 |
| 594918AS3 MICROSOFT CORP | 05/01/2018 | 1,000,000.00 | 2,500.00 | 0.00 0.00 | 1,063.39 | 0.00 | 3,563.39 | 0.00 0.00 |
| 977100AU0 WI ST GEN-REF-A | 05/01/2018 | 2,000,000.00 | 25,250.00 | 0.00 0.00 | 0.00 | -16,645.89 | 8,604.11 | 0.00 0.00 |
| 89114QAH1 TORONTO-DOMINION BANK | 04/30/2018 | 2,000,000.00 | 3,987.56 | 0.00 0.00 | 0.00 | -940.48 | 3,047.08 | 3,999.96 0.00 |
| 3130A4GJ5 FEDERAL HOME LOAN BANK | 04/25/2018 | 1,000,000.00 | 1,062.50 | 0.00 0.00 | 11.43 | 0.00 | 1,073.93 | 0.00 0.00 |
| 43813UAD2 HAROT 2012-1 A4 | 04/16/2018 | 1,000,000.00 | 2,424.99 | 0.00 0.00 | 0.00 | -1,304.92 | 1,120.07 | 2,424.99 0.00 |
| 43814GAC4 HAROT 2014-2 A3 | 03/19/2018 | 1,000,000.00 | 1,925.01 | 0.00 0.00 | 13.70 | 0.00 | 1,938.71 | 1,925.01 0.00 |
| 30231GAL6 EXXON MOBIL CORPORATION | 03/06/2018 | 1,000,000.00 | 906.25 | 0.00 0.00 | 0.00 | 0.00 | 906.25 | 0.00 |
| 459200HZ7 IBM CORP | 02/06/2018 | 2,000,000.00 | 3,437.50 | 0.00 0.00 | 298.69 | 0.00 | 3,736.19 | 0.00 0.00 |
| 90331HMQ3 US BANK NA CINCINNATI | 01/26/2018 | 1,000,000.00 | 2,287.50 | 0.00 0.00 | 0.00 | -137.97 | 2,149.53 | 0.00 0.00 |
| 80283HAC6 SDART 2013-4 A3 | 12/15/2017 | 680,676.87 | 2,266.64 | 0.00 -0.01 | 0.00 | -1,055.73 | 1,210.89 | 2,407.24 0.00 |
| 3130A3HF4 FEDERAL HOME LOAN BANK | 12/08/2017 | 1,000,000.00 | 2,812.50 | 0.00 0.00 | 22.80 | 0.00 | 2,835.30 | 0.00 0.00 |
| 369604BC6 GENERAL ELECTRIC CO | 12/06/2017 | 1,000,000.00 | 13,125.00 | 0.00 0.00 | 0.00 | -9,049.84 | 4,075.16 | 0.00 0.00 |
| 17305ECX1 CCCIT 2005-A9 A9 | 11/20/2017 | 1,000,000.00 | 12,750.00 | 0.00 0.00 | 0.00 | -11,280.32 | 1,469.68 | 0.00 0.00 |
| 912828G20 US TREASURY N/B | 11/15/2017 | 1,200,000.00 | 2,610.50 | 0.00 0.00 | 478.66 | 0.00 | 3,089.16 | 0.00 0.00 |
| 161571FR0 CHAIT 2012-A8 A8 | 10/16/2017 | 1,600,000.00 | 2,160.00 | 0.00 0.00 | 0.00 | -161.81 | 1,998.19 | 2,160.00 0.00 |
| 3133EDXA5 FEDERAL FARM CREDIT BANK | 10/10/2017 | 610,000.00 | 1,753.75 | 0.00 0.00 | 0.00 | -220.76 | 1,532.99 | 0.00 0.00 |
| 89233P6S0 TOYOTA MOTOR CREDIT CORP | 10/05/2017 | 2,000,000.00 | 6,250.00 | 0.00 0.00 | 391.18 | 0.00 | 6,641.18 | 0.00 0.00 |
| 605581FX0 MISSISSIPPI ST-B-TXBL | 10/01/2017 | 1,000,000.00 | 1,301.94 | 0.00 0.00 | 0.00 | 0.00 | 1,301.94 | 0.00 0.00 |
| | | | | | | | | |



Income Detail Report Trade Date

VML (40529)

| 0 1/0 1/2010 00/01/2010 | | | | | | | | |
|---------------------------------------|----------------|---------------|------------------------|---------------------------------|------------------|----------------------|-------------------|--|
| Identifier, Description | Final Maturity | Current Units | Earned Interest Income | Realized Gain, Realized Loss | Accretion Income | Amortization Expense | Net Earned Income | Interest Payment Received, Ending Interest Due |
| 3137EADL0 FREDDIE MAC | 09/29/2017 | 1,500,000.00 | 3,750.00 | 0.00 0.00 | 127.29 | 0.00 | 3,877.29 | 7,500.00 0.00 |
| 3135G0PP2 FANNIE MAE | 09/20/2017 | 2,000,000.00 | 5,000.00 | 0.00 0.00 | 667.74 | 0.00 | 5,667.74 | 10,000.00 0.00 |
| 459200GJ4 IBM CORP | 09/14/2017 | 2,000,000.00 | 28,500.00 | 0.00 0.00 | 0.00 | -21,001.79 | 7,498.21 | 57,000.00 0.00 |
| 3137B03W2 FHMS K502 A2 | 08/25/2017 | 1,000,000.00 | 3,564.99 | 0.00 0.00 | 0.00 | -549.80 | 3,015.19 | 3,564.99 0.00 |
| 822582AR3 SHELL INTERNATIONAL FIN | 08/21/2017 | 2,000,000.00 | 5,625.00 | 0.00 0.00 | 592.59 | 0.00 | 6,217.59 | 11,250.00 0.00 |
| 161571FL3 CHAIT 2012-A5 A5 | 08/15/2017 | 2,000,000.00 | 2,949.99 | 0.00 0.00 | 0.00 | -697.34 | 2,252.65 | 2,949.99 0.00 |
| 478160AQ7 JOHNSON & JOHNSON | 08/15/2017 | 2,000,000.00 | 27,750.00 | 0.00 0.00 | 0.00 | -21,478.21 | 6,271.79 | 55,500.00 0.00 |
| 961214BV4 WESTPAC BANKING CORP | 08/14/2017 | 1,000,000.00 | 5,000.00 | 0.00 0.00 | 0.00 | -1,627.80 | 3,372.20 | 10,000.00 0.00 |
| 80283WAB5 SDART 2014-2 A2A | 07/17/2017 | 572,860.99 | 969.36 | 0.00 0.00 | 16.52 | 0.00 | 985.89 | 1,039.11 0.00 |
| 938429M38 WASHINGTON SD #48J | 06/30/2017 | 500,000.00 | 530.83 | 0.00 0.00 | 0.00 | 0.00 | 530.83 | 0.00 0.00 |
| 34529UAD6 FORDO 2012-A A4 | 06/15/2017 | 1,252,260.95 | 3,675.28 | 0.00 0.00 | 0.00 | -1,612.94 | 2,062.33 | 3,691.50 0.00 |
| 912828WP1 US TREASURY N/B | 06/15/2017 | 2,000,000.00 | 4,326.92 | 0.00 0.00 | 214.34 | 0.00 | 4,541.26 | 0.00 0.00 |
| 05253JAF8 AUST & NZ BANKING GRP NY | 06/13/2017 | 2,000,000.00 | 6,250.00 | 0.00 0.00 | 29.39 | 0.00 | 6,279.39 | 0.00 0.00 |
| 31359MEL3 FANNIE MAE | 06/01/2017 | 2,000,000.00 | 0.00 | 0.00 0.00 | 5,095.78 | 0.00 | 5,095.78 | 0.00 0.00 |
| 31381PBX5 FN 466354 | 06/01/2017 | 1,437,682.32 | 9,539.83 | 0.00 -0.00 | 0.00 | -5,385.44 | 4,154.40 | 9,555.64 0.00 |
| 961214CH4 WESTPAC BANKING CORP | 05/19/2017 | 1,000,000.00 | 3,000.00 | 0.00 0.00 | 86.39 | 0.00 | 3,086.39 | 0.00 0.00 |
| 084664BS9 BERKSHIRE HATHAWAY FIN | 05/15/2017 | 1,000,000.00 | 4,000.00 | 0.00 0.00 | 0.00 | -1,395.26 | 2,604.74 | 0.00 0.00 |
| 084664BS9 BERKSHIRE HATHAWAY FIN | 05/15/2017 | 1,000,000.00 | 4,000.00 | 0.00 0.00 | 0.00 | -1,160.20 | 2,839.80 | 0.00 0.00 |
| 912828WH9 US TREASURY N/B | 05/15/2017 | 2,750,000.00 | 5,982.39 | 0.00 0.00 | 0.00 | -416.57 | 5,565.82 | 0.00 0.00 |
| 89114QAQ1 TORONTO-DOMINION BANK | 05/02/2017 | 1,250,000.00 | 3,515.62 | 0.00 0.00 | 334.58 | 0.00 | 3,850.21 | 0.00 0.00 |
| 64971MS37 NYC TRANSL FIN-BABS | 05/01/2017 | 1,000,000.00 | 6,159.28 | 0.00 0.00 | 0.00 | -4,625.83 | 1,533.45 | 0.00 0.00 |
| 912828C73 US TREASURY N/B | 04/15/2017 | 3,000,000.00 | 6,490.38 | 0.00 0.00 | 0.00 | -146.38 | 6,344.01 | 0.00 0.00 |
| 303891YE9 FAIRFAX CO WTR-B-TXBL | 04/01/2017 | 1,500,000.00 | 3,806.25 | 0.00 0.00 | 199.32 | 0.00 | 4,005.57 | 0.00 0.00 |
| 30231GAA0 EXXON MOBIL CORPORATION | 03/15/2017 | 1,000,000.00 | 2,302.50 | 0.00 0.00 | 0.00 | 0.00 | 2,302.50 | 4,605.00 0.00 |
| 650035J41 NY URBAN DEV-F-TXBL | 03/15/2017 | 750,000.00 | 1,875.00 | 0.00 0.00 | 127.57 | 0.00 | 2,002.57 | 3,750.00 0.00 |
| 34530KAA1 FORDO 2014-B A2 | 03/15/2017 | 695,035.68 | 966.96 | 0.00 -0.00 | 9.57 | 0.00 | 976.52 | 1,024.54 0.00 |
| 574193JA7 MARYLAND ST-B-TXBL | 03/01/2017 | 1,500,000.00 | 2,625.00 | 0.00 0.00 | 0.00 | 0.00 | 2,625.00 | 5,250.00 0.00 |
| 64990EUD7 NY DORM AUTH-B-UNREF | 02/15/2017 | 1,000,000.00 | 2,092.50 | 0.00 0.00 | 266.99 | 0.00 | 2,359.49 | 4,185.00 0.00 |
| 373384T48 GEORGIA ST-B-TXBL | 02/01/2017 | 2,000,000.00 | 4,900.00 | 0.00 0.00 | 0.00 | 0.00 | 4,900.00 | 10,943.33 0.00 |
| 084670BD9 BERKSHIRE HATHAWAY INC | 01/31/2017 | 1,000,000.00 | 4,750.00 | 0.00 0.00 | 0.00 | -2,496.59 | 2,253.41 | 9,500.00 0.00 |
| | | | | | | | | |



Income Detail Report Trade Date 01/01/2015 - 03/31/2015

VML (40529)

| 0.70.720.0 0070.720.0 | | ======================================= | | | | | | |
|---------------------------------------|----------------|---|------------------------|---------------------------------|------------------|----------------------|-------------------|--|
| Identifier, Description | Final Maturity | Current Units | Earned Interest Income | Realized Gain, Realized Loss | Accretion Income | Amortization Expense | Net Earned Income | Interest Payment Received, Ending Interest Due |
| 912828SC5 US TREASURY N/B | 01/31/2017 | 1,500,000.00 | 3,245.39 | 0.00 0.00 | 0.00 | -677.92 | 2,567.47 | 6,562.50 0.00 |
| 78010UNY9 ROYAL BANK OF CANADA | 01/23/2017 | 1,500,000.00 | 2,177.34 | 0.00 0.00 | 0.00 | -117.94 | 2,059.40 | 2,148.97 0.00 |
| 084664CA7 BERKSHIRE HATHAWAY FIN | 01/10/2017 | 788,000.00 | 786.60 | 0.00 0.00 | 0.00 | -24.42 | 762.18 | 780.02 0.00 |
| 3130A3UR3 FEDERAL HOME LOAN BANK | 01/06/2017 | 2,500,000.00 | 4,270.83 | 0.00 0.00 | 0.00 | -245.95 | 4,024.89 | 0.00 0.00 |
| 912828RX0 US TREASURY N/B | 12/31/2016 | 1,000,000.00 | 2,175.41 | 0.00 0.00 | 0.00 | -359.12 | 1,816.29 | 0.00 0.00 |
| 313371PV2 FEDERAL HOME LOAN BANK | 12/09/2016 | 2,000,000.00 | 7,583.33 | 0.00 0.00 | 0.00 | -4,305.64 | 3,277.69 | 0.00 0.00 |
| 822582AZ5 SHELL INTERNATIONAL FIN | 11/15/2016 | 2,000,000.00 | 4,500.00 | 0.00 0.00 | 0.00 | -434.50 | 4,065.50 | 0.00 0.00 |
| 912828WA4 US TREASURY N/B | 10/15/2016 | 1,500,000.00 | 2,317.99 | 0.00 0.00 | 0.00 | -32.65 | 2,285.34 | 0.00 0.00 |
| 459058DS9 INTL BK RECON & DEVELOP | 10/14/2016 | 1,500,000.00 | 2,343.75 | 0.00 0.00 | 237.59 | 0.00 | 2,581.34 | 0.00 0.00 |
| 89236TBV6 TOYOTA MOTOR CREDIT CORP | 09/23/2016 | 1,750,000.00 | 1,591.04 | 0.00 0.00 | 0.00 | 0.00 | 1,591.04 | 1,597.36 0.00 |
| 912828VW7 US TREASURY N/B | 09/15/2016 | 2,200,000.00 | 4,771.17 | 0.00 0.00 | 0.00 | -1,481.58 | 3,289.60 | 9,625.00 0.00 |
| 78010UBY2 ROYAL BANK OF CANADA | 09/09/2016 | 1,000,000.00 | 3,625.00 | 0.00 0.00 | 0.00 | -1,543.63 | 2,081.37 | 7,250.00 0.00 |
| 191216AU4 COCA-COLA CO/THE | 09/01/2016 | 2,000,000.00 | 9,000.00 | 0.00 0.00 | 0.00 | -5,315.07 | 3,684.93 | 18,000.00 0.00 |
| 912828VR8 US TREASURY N/B | 08/15/2016 | 2,000,000.00 | 3,082.40 | 0.00 0.00 | 0.00 | -379.42 | 2,702.98 | 6,250.00 0.00 |
| 084664BX8 BERKSHIRE HATHAWAY FIN | 08/15/2016 | 1,000,000.00 | 2,375.00 | 0.00 0.00 | 0.00 | -714.35 | 1,660.65 | 4,750.00 0.00 |
| 459200GX3 IBM CORP | 07/22/2016 | 1,000,000.00 | 4,875.00 | 0.00 0.00 | 0.00 | -3,127.44 | 1,747.56 | 9,750.00 0.00 |
| 78008TLB8 ROYAL BANK OF CANADA | 07/20/2016 | 2,000,000.00 | 11,500.00 | 0.00 0.00 | 0.00 | -7,639.20 | 3,860.80 | 23,000.00 0.00 |
| 912828VL1 US TREASURY N/B | 07/15/2016 | 2,000,000.00 | 3,099.85 | 0.00 0.00 | 0.00 | -262.54 | 2,837.31 | 6,250.00 0.00 |
| 89114QAB4 TORONTO-DOMINION BANK | 07/14/2016 | 2,000,000.00 | 12,500.00 | 0.00 0.00 | 0.00 | -8,809.72 | 3,690.28 | 25,000.00 0.00 |
| 912828WQ9 US TREASURY N/B | 06/30/2016 | 2,000,000.00 | 2,486.19 | 0.00 0.00 | 0.00 | -68.19 | 2,418.00 | 0.00 0.00 |
| 912828VG2 US TREASURY N/B | 06/15/2016 | 1,500,000.00 | 1,854.40 | 0.00 0.00 | 0.00 | -142.57 | 1,711.82 | 0.00 0.00 |
| 3130A22P0 FEDERAL HOME LOAN BANK | 06/06/2016 | 3,000,000.00 | 3,000.00 | 0.00 0.00 | 808.24 | 0.00 | 3,808.24 | 0.00 0.00 |
| 912828WM8 US TREASURY N/B | 05/31/2016 | 2,000,000.00 | 1,854.40 | 0.00 0.00 | 548.42 | 0.00 | 2,402.81 | 0.00 0.00 |
| 037833AH3 APPLE INC | 05/03/2016 | 1,700,000.00 | 1,912.50 | 0.00 0.00 | 222.00 | 0.00 | 2,134.50 | 0.00 0.00 |
| 037833AH3 APPLE INC | 05/03/2016 | 1,250,000.00 | 1,406.25 | 0.00 0.00 | 234.06 | 0.00 | 1,640.31 | 0.00 0.00 |
| 912828C81 US TREASURY N/B | 04/30/2016 | 1,350,000.00 | 1,258.63 | 0.00 0.00 | 137.89 | 0.00 | 1,396.52 | 0.00 0.00 |
| 78008K5V1 ROYAL BANK OF CANADA | 04/19/2016 | 1,000,000.00 | 7,187.50 | 0.00 0.00 | 0.00 | -5,356.52 | 1,830.98 | 0.00 0.00 |
| 912828UW8 US TREASURY N/B | 04/15/2016 | 1,000,000.00 | 618.13 | 0.00 0.00 | 278.53 | 0.00 | 896.66 | 0.00 0.00 |
| 912828C40 US TREASURY N/B | 03/31/2016 | 2,000,000.00 | 1,854.28 | 0.00 0.00 | 67.74 | 0.00 | 1,922.03 | 3,750.00 0.00 |
| 3135G0VA8 FANNIE MAE | 03/30/2016 | 2,000,000.00 | 2,500.00 | 0.00 0.00 | 0.00 | -374.97 | 2,125.03 | 5,000.00 0.00 |
| | | | | | | | | |



Income Detail Report Trade Date

VML (40529)

| Identifier, Description | Final Maturity | Current Units | Earned Interest Income | Realized Gain, Realized Loss | Accretion Income | Amortization Expense | Net Earned Income | Interest Payment Received, Ending Interest Due |
|---|----------------|----------------|------------------------|---------------------------------|------------------|----------------------|-------------------|--|
| 3136AJKZ8 FNA 2014-M3 ASQ2 | 03/25/2016 | 1,383,983.96 | 2,447.46 | 0.00 0.00 | 1.87 | 0.00 | 2,449.33 | 2,506.21 0.00 |
| 313375RN9 FEDERAL HOME LOAN BANK | 03/11/2016 | 3,000,000.00 | 7,500.00 | 0.00 0.00 | 0.00 | -4,290.91 | 3,209.09 | 15,000.00 0.00 |
| 912828UM0 US TREASURY N/B | 02/15/2016 | 2,000,000.00 | 1,849.44 | 0.00 0.00 | 0.00 | -34.90 | 1,814.54 | 3,750.00 0.00 |
| 912828B41 US TREASURY N/B | 01/31/2016 | 0.00 | 585.50 | 760.55 0.00 | 0.00 | -102.17 | 1,243.88 | 1,875.00 0.00 |
| 3134G4S33 FREDDIE MAC | 01/15/2016 | 1,550,000.00 | 1,550.00 | 0.00 0.00 | 0.00 | 0.00 | 1,550.00 | 3,100.00 0.00 |
| 912828A67 US TREASURY N/B | 12/31/2015 | 500,000.00 | 1,046.27 | 1,129.14 0.00 | 88.45 | 0.00 | 2,263.85 | 0.00 0.00 |
| 36962G6M1 GENERAL ELEC CAP CORP | 12/11/2015 | 1,000,000.00 | 2,500.00 | 0.00 0.00 | 0.00 | -1,244.29 | 1,255.71 | 0.00 0.00 |
| 36962G6M1 GENERAL ELEC CAP CORP | 12/11/2015 | 1,000,000.00 | 2,500.00 | 0.00 0.00 | 0.00 | -1,297.25 | 1,202.75 | 0.00 0.00 |
| 912828A26 US TREASURY N/B | 11/30/2015 | 0.00 | 92.72 | 245.65 0.00 | 17.43 | 0.00 | 355.80 | 0.00 0.00 |
| 912828A26 US TREASURY N/B | 11/30/2015 | 0.00 | 159.48 | 151.26 0.00 | 0.00 | -22.66 | 288.08 | 0.00 0.00 |
| 191216AP5 COCA-COLA CO/THE | 11/15/2015 | 1,000,000.00 | 3,750.00 | 0.00 0.00 | 0.00 | -2,785.09 | 964.91 | 0.00 0.00 |
| 912828TX8 US TREASURY N/B | 11/15/2015 | 0.00 | 558.35 | 1,078.05 0.00 | 0.00 | -217.03 | 1,419.37 | 0.00 0.00 |
| 931142CX9 WAL-MART STORES INC | 10/25/2015 | 1,000,000.00 | 3,750.00 | 0.00 0.00 | 0.00 | -2,758.76 | 991.24 | 0.00 0.00 |
| 369604BE2 GENERAL ELECTRIC CO | 10/09/2015 | 2,000,000.00 | 4,250.00 | 0.00 0.00 | 0.00 | -2,319.75 | 1,930.25 | 0.00 0.00 |
| 3136AJDN3 FNA 2014-M2 ASQ2 | 09/25/2015 | 607,816.50 | 2,668.73 | 0.00 0.00 | 103.16 | 0.00 | 2,771.89 | 2,964.05 0.00 |
| 20772JWS7 CONNECTICUT ST-A-TXBL | 09/01/2015 | 1,500,000.00 | 937.50 | 0.00 0.00 | 0.00 | 0.00 | 937.50 | 1,906.25 0.00 |
| 931142BY8 WAL-MART STORES INC | 07/01/2015 | 2,000,000.00 | 22,500.00 | 0.00 0.00 | 0.00 | -20,653.69 | 1,846.31 | 45,000.00 0.00 |
| 45779QS64 INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | 05/06/2015 | 600,000.00 | 0.00 | 0.00 0.00 | 10.00 | 0.00 | 10.00 | 0.00 0.00 |
| 85324URU9 Standard Chartered Bank | 04/28/2015 | 3,000,000.00 | 0.00 | 0.00 0.00 | 2,775.00 | 0.00 | 2,775.00 | 0.00 0.00 |
| 07644BRE4 Bedford Row Funding Corp. | 04/14/2015 | 3,000,000.00 | 0.00 | 0.00 0.00 | 1,950.00 | 0.00 | 1,950.00 | 0.00 0.00 |
| 60934N104 FEDERATED GOVT OBLI FD-IS | 03/31/2015 | 0.00 | 0.00 | 0.00 -0.00 | 0.00 | 0.00 | -0.00 | 0.00 0.00 |
| 316175108 FIDELITY GOVERNMENT PORT-I | 03/31/2015 | 65,286.85 | 18.46 | 0.00 -0.00 | 0.00 | 0.00 | 18.46 | 16.78 3.76 |
| CCYUSD Cash | 03/31/2015 | -0.00 | 0.00 | 0.00 0.00 | 0.00 | 0.00 | -13,582.39 | 0.00 0.00 |
| 45779QP26 INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | 02/02/2015 | 0.00 | 0.00 | 0.00 0.00 | 736.00 | 0.00 | 736.00 | 0.00 0.00 |
| 9612C1N29 Westpac Banking Corporation | 01/02/2015 | 0.00 | 0.00 | 0.00 0.00 | 12.78 | 0.00 | 12.78 | 0.00 0.00 |
| | 02/26/2017 | 157,361,278.32 | 472,331.17 | 3,364.67 -0.02 | 22,342.79 | -187,241.82 | 297,214.39 | 479,512.58 3.76 |

^{*} Filtered By: Description ≠ "Payable" and Description ≠ "Receivable". * Weighted By: Market Value + Accrued.



Transactions Realized Gain Loss Report 01/01/2015 - 03/31/2015

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VML (40529)
Dated: 04/16/2015

| 01/01/2013 | 03/31/2013 | | Retuir to | Table of Contents | | | | Dated: 0-1/10/2010 |
|---------------------|---|---------------|-----------|-------------------|---------|---------------|--------------------|--------------------|
| * Does not Lock Dow | vn. | | | | | | | |
| Identifier | Description | Current Units | Туре | Settle Date | Price | Principal | Realized Gain/Loss | Amount |
| 45779QP26 | INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | -2,300,000.00 | Maturity | 02/02/2015 | 100.00 | -2,300,000.00 | 0.00 | 2,300,000.00 |
| 9612C1N29 | Westpac Banking Corporation | -2,000,000.00 | Maturity | 01/02/2015 | 100.00 | -2,000,000.00 | 0.00 | 2,000,000.00 |
| 912828A67 | US TREASURY N/B | -1,500,000.00 | Sell | 02/09/2015 | 100.023 | -1,500,351.56 | 633.76 | 1,500,765.92 |
| 912828A67 | US TREASURY N/B | -1,000,000.00 | Sell | 02/18/2015 | 100.031 | -1,000,312.50 | 495.38 | 1,000,650.90 |
| 912828A26 | US TREASURY N/B | -330,000.00 | Sell | 03/06/2015 | 100.059 | -330,193.36 | 180.77 | 330,410.94 |
| 912828A26 | US TREASURY N/B | -100,000.00 | Sell | 02/26/2015 | 100.055 | -100,054.69 | 50.76 | 100,115.13 |
| 912828A26 | US TREASURY N/B | -250,000.00 | Sell | 02/10/2015 | 100.07 | -250,175.78 | 165.39 | 250,299.41 |
| 912828B41 | US TREASURY N/B | -1,000,000.00 | Sell | 02/27/2015 | 100.137 | -1,001,367.19 | 760.55 | 1,001,646.98 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -10,580.26 | Sell | 01/06/2015 | 1.00 | -10,580.26 | 0.00 | 10,580.26 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -587,315.00 | Sell | 03/30/2015 | 1.00 | -587,315.00 | 0.00 | 587,315.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -10,723.54 | Sell | 02/05/2015 | 1.00 | -10,723.54 | 0.00 | 10,723.54 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -1,991,181.66 | Sell | 02/06/2015 | 1.00 | -1,991,181.66 | 0.00 | 1,991,181.66 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -1,340.44 | Sell | 02/03/2015 | 1.00 | -1,340.44 | 0.00 | 1,340.44 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -1,075,249.89 | Sell | 02/03/2015 | 1.00 | -1,075,249.89 | 0.00 | 1,075,249.89 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -21,127.23 | Sell | 01/30/2015 | 1.00 | -21,127.23 | 0.00 | 21,127.23 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -430,034.10 | Sell | 01/26/2015 | 1.00 | -430,034.10 | 0.00 | 430,034.10 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -2,038,427.78 | Sell | 01/07/2015 | 1.00 | -2,038,427.78 | 0.00 | 2,038,427.78 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -2,502,331.25 | Sell | 01/09/2015 | 1.00 | -2,502,331.25 | 0.00 | 2,502,331.25 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -669,589.06 | Sell | 03/06/2015 | 1.00 | -669,589.06 | 0.00 | 669,589.06 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -22,967.89 | Sell | 03/02/2015 | 1.00 | -22,967.89 | 0.00 | 22,967.89 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -829,955.35 | Sell | 02/27/2015 | 1.00 | -829,955.35 | 0.00 | 829,955.35 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -399,884.87 | Sell | 02/26/2015 | 1.00 | -399,884.87 | 0.00 | 399,884.87 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -499,905.00 | Sell | 02/11/2015 | 1.00 | -499,905.00 | 0.00 | 499,905.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | -11,718.04 | Sell | 02/09/2015 | 1.00 | -11,718.04 | 0.00 | 11,718.04 |
| 912828TX8 | US TREASURY N/B | -1,025,000.00 | Sell | 01/26/2015 | 100.172 | -1,026,761.72 | 563.97 | 1,027,526.22 |
| 912828TX8 | US TREASURY N/B | -975,000.00 | Sell | 01/30/2015 | 100.168 | -976,637.70 | 514.08 | 977,405.31 |
| 64952WBY8 | NEW YORK LIFE GLOBAL FDG | 500,000.00 | Buy | 02/11/2015 | 99.981 | 499,905.00 | 0.00 | -499,905.00 |
| 30231GAL6 | EXXON MOBIL CORPORATION | 1,000,000.00 | Buy | 03/06/2015 | 100.00 | 1,000,000.00 | 0.00 | -1,000,000.00 |
| 459200HZ7 | IBM CORP | 2,000,000.00 | Buy | 02/06/2015 | 99.695 | 1,993,900.00 | 0.00 | -1,993,900.00 |
| 57582RAN6 | MASSACHUSETTS ST | 1,500,000.00 | Buy | 01/26/2015 | 100.145 | 1,502,175.00 | 0.00 | -1,507,250.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 4,043,679.55 | Buy | 01/02/2015 | 1.00 | 4,043,679.55 | 0.00 | -4,043,679.55 |
| 605581FX0 | MISSISSIPPI ST-B-TXBL | 1,000,000.00 | Buy | 02/18/2015 | 100.00 | 1,000,000.00 | 0.00 | -1,000,000.00 |
| 938429M38 | WASHINGTON SD #48J | 500,000.00 | Buy | 02/26/2015 | 100.00 | 500,000.00 | 0.00 | -500,000.00 |
| 3130A3UR3 | FEDERAL HOME LOAN BANK | 2,500,000.00 | Buy | 01/09/2015 | 100.087 | 2,502,175.00 | 0.00 | -2,502,331.25 |
| 313371PV2 | FEDERAL HOME LOAN BANK | 2,000,000.00 | Buy | 01/07/2015 | 101.795 | 2,035,900.00 | 0.00 | -2,038,427.78 |
| 313379EE5 | FEDERAL HOME LOAN BANK | 1,500,000.00 | Buy | 02/09/2015 | 100.584 | 1,508,760.00 | 0.00 | -1,512,483.96 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 3,750.00 | Buy | 03/31/2015 | 1.00 | 3,750.00 | 0.00 | -3,750.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 10,000.00 | Buy | 03/20/2015 | 1.00 | 10,000.00 | 0.00 | -10,000.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 1,597.36 | Buy | 03/23/2015 | 1.00 | 1,597.36 | 0.00 | -1,597.36 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 74,558.87 | Buy | 03/25/2015 | 1.00 | 74,558.87 | 0.00 | -74,558.87 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 142,622.62 | Buy | 03/16/2015 | 1.00 | 142,622.62 | 0.00 | -142,622.62 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 10,552.40 | Buy | 03/17/2015 | 1.00 | 10,552.40 | 0.00 | -10,552.40 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 194,678.45 | Buy | 03/17/2015 | 1.00 | 194,678.45 | 0.00 | -194,678.45 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 641.67 | Buy | 03/18/2015 | 1.00 | 641.67 | 0.00 | -641.67 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 3,328,890.67 | Buy | 02/02/2015 | 1.00 | 3,328,890.67 | 0.00 | -3,328,890.67 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 2,249.17 | Buy | 01/27/2015 | 1.00 | 2,249.17 | 0.00 | -2,249.17 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 2,148.97 | Buy | 01/23/2015 | 1.00 | 2,148.97 | 0.00 | -2,148.97 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 23,641.67 | Buy | 01/20/2015 | 1.00 | 23,641.67 | 0.00 | -23,641.67 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 15,300.00 | Buy | 01/22/2015 | 1.00 | 15,300.00 | 0.00 | -15,300.00 |
| | | | | | | | | |



Transactions Realized Gain Loss Report

VML (40529)

| Identifier | Description | Current Units | Туре | Settle Date | Price | Principal | Realized Gain/Loss | Amount |
|------------|--|---------------|--------------------|-------------|---------|--------------|--------------------|---------------|
| 316175108 | FIDELITY GOVERNMENT PORT-I | 310,086.26 | Buy | 01/15/2015 | 1.00 | 310,086.26 | 0.00 | -310,086.26 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 780.02 | Buy | 01/12/2015 | 1.00 | 780.02 | 0.00 | -780.02 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 25,000.00 | Buy | 01/14/2015 | 1.00 | 25,000.00 | 0.00 | -25,000.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 15,000.00 | Buy | 03/11/2015 | 1.00 | 15,000.00 | 0.00 | -15,000.00 |
| 45779QS64 | INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | 600,000.00 | Buy | 03/30/2015 | 99.969 | 599,815.00 | 0.00 | -599,815.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 7,250.00 | Buy | 03/09/2015 | 1.00 | 7,250.00 | 0.00 | -7,250.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 52,445.10 | Buy | 03/03/2015 | 1.00 | 52,445.10 | 0.00 | -52,445.10 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 832,062.33 | Buy | 03/02/2015 | 1.00 | 832,062.33 | 0.00 | -832,062.33 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 784,376.49 | Buy | 02/25/2015 | 1.00 | 784,376.49 | 0.00 | -784,376.49 |
| 3130A4GJ5 | FEDERAL HOME LOAN BANK | 1,000,000.00 | Buy | 02/27/2015 | 99.954 | 999,540.00 | 0.00 | -999,540.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 11,250.00 | Buy | 02/23/2015 | 1.00 | 11,250.00 | 0.00 | -11,250.00 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 47,846.86 | Buy | 02/18/2015 | 1.00 | 47,846.86 | 0.00 | -47,846.86 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 191,507.51 | Buy | 02/18/2015 | 1.00 | 191,507.51 | 0.00 | -191,507.51 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 641.67 | Buy | 02/19/2015 | 1.00 | 641.67 | 0.00 | -641.67 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 145,672.07 | Buy | 02/17/2015 | 1.00 | 145,672.07 | 0.00 | -145,672.07 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 250,299.41 | Buy | 02/10/2015 | 1.00 | 250,299.41 | 0.00 | -250,299.41 |
| 64971MS37 | NYC TRANSL FIN-BABS | 1,000,000.00 | Buy | 02/03/2015 | 106.548 | 1,065,480.00 | 0.00 | -1,075,249.89 |
| 90331HMQ3 | US BANK NA CINCINNATI | 1,000,000.00 | Buy | 01/30/2015 | 100.242 | 1,002,420.00 | 0.00 | -1,002,532.50 |
| 34530KAA1 | FORDO 2014-B A2 | -93,975.36 | Principal Paydown | 02/15/2015 | | -93,975.36 | -0.00 | 93,975.36 |
| 31381PBX5 | FN 466354 | -2,647.44 | Principal Paydown | 03/01/2015 | | -2,647.44 | 0.00 | 2,647.44 |
| 34530KAA1 | FORDO 2014-B A2 | -101,141.65 | Principal Paydown | 01/15/2015 | | -101,141.65 | 0.00 | 101,141.65 |
| 31381PBX5 | FN 466354 | -2,136.50 | Principal Paydown | 01/01/2015 | | -2,136.49 | -0.00 | 2,136.49 |
| 31381PBX5 | FN 466354 | -2,144.12 | Principal Paydown | 02/01/2015 | | -2,144.12 | 0.00 | 2,144.12 |
| 34530KAA1 | FORDO 2014-B A2 | -80,550.01 | Principal Paydown | 03/15/2015 | | -80,550.01 | 0.00 | 80,550.01 |
| 31381TCE8 | FN 469969 | -1,493.90 | Principal Paydown | 01/01/2015 | | -1,493.90 | 0.00 | 1,493.90 |
| 31381TCE8 | FN 469969 | -1,499.13 | | 02/01/2015 | | -1,499.13 | 0.00 | 1,499.13 |
| 80283HAC6 | SDART 2013-4 A3 | -101,512.27 | Principal Paydown | 01/15/2015 | | -101,512.27 | -0.00 | 101,512.27 |
| 80283HAC6 | SDART 2013-4 A3 | -91,593.33 | Principal Paydown | 02/15/2015 | | -91,593.32 | -0.01 | 91,593.32 |
| 31381TCE8 | FN 469969 | -1,824.74 | Principal Paydown | 03/01/2015 | | -1,824.74 | 0.00 | 1,824.74 |
| 80283HAC6 | SDART 2013-4 A3 | -91,898.32 | | 03/15/2015 | | -91,898.32 | -0.00 | 91,898.32 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | -17,015.64 | | 01/01/2015 | | -17,015.64 | 0.00 | 17,015.64 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | -21,132.16 | | 01/01/2015 | | -21,132.16 | 0.00 | 21,132.16 |
| 34529UAD6 | FORDO 2012-A A4 | -31,739.05 | | 03/15/2015 | | -31,739.05 | 0.00 | 31,739.05 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | -2,769.06 | Principal Paydown | 03/01/2015 | | -2,769.06 | 0.00 | 2,769.06 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | -102,436.00 | | 02/01/2015 | | -102,436.00 | 0.00 | 102,436.00 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | -666,261.82 | | 02/01/2015 | | -666,261.82 | 0.00 | 666,261.82 |
| 80283WAB5 | SDART 2014-2 A2A | -100,953.96 | | 03/15/2015 | | -100,953.96 | 0.00 | 100,953.96 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | -58,121.40 | | 03/01/2015 | | -58,121.40 | 0.00 | 58,121.40 |
| 80283WAB5 | SDART 2014-2 A2A | -98,047.50 | Principal Paydown | 02/15/2015 | | -98,047.50 | 0.00 | 98,047.50 |
| 80283WAB5 | SDART 2014-2 A2A | -91,628.17 | | 01/15/2015 | | -91,628.17 | 0.00 | 91,628.17 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 0.00 | Money Market Funds | 12/31/2014 | | 0.00 | 0.00 | 2.08 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 0.00 | Money Market Funds | 03/31/2015 | | 0.00 | 0.00 | 3.76 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 0.00 | Money Market Funds | 01/30/2015 | | 0.00 | 0.00 | 9.84 |
| 316175108 | FIDELITY GOVERNMENT PORT-I | 0.00 | Money Market Funds | 02/27/2015 | | 0.00 | 0.00 | 4.86 |
| 822582AR3 | SHELL INTERNATIONAL FIN | 0.00 | • | 02/21/2015 | | 0.00 | 0.00 | 11,250.00 |
| 650035J41 | NY URBAN DEV-F-TXBL | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 3,750.00 |
| 161571FR0 | CHAIT 2012-A8 A8 | 0.00 | Coupon | 03/15/2015 | | 0.00 | 0.00 | 720.00 |
| 084670BD9 | BERKSHIRE HATHAWAY INC | 0.00 | | 01/31/2015 | | 0.00 | 0.00 | 9,500.00 |
| 912828D80 | US TREASURY N/B | 0.00 | | 02/28/2015 | | 0.00 | 0.00 | 15,234.38 |
| 34530KAA1 | FORDO 2014-B A2 | 0.00 | | 02/15/2015 | | 0.00 | 0.00 | 340.58 |
| 31381PBX5 | FN 466354 | | Coupon | 03/01/2015 | | 0.00 | 0.00 | 2,968.28 |



Transactions Realized Gain Loss Report

VML (40529)

| 01/01/2015 - | 03/31/2013 | | Return to | Table of Contents | | | | Jaleu. 04/10/2013 |
|--------------|--------------------------|---------------|-----------|-------------------|-------|-----------|--------------------|-------------------|
| Identifier | Description | Current Units | Туре | Settle Date | Price | Principal | Realized Gain/Loss | Amount |
| 161571FR0 | CHAIT 2012-A8 A8 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 720.00 |
| 161571FL3 | CHAIT 2012-A5 A5 | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 983.33 |
| 34530KAA1 | FORDO 2014-B A2 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 380.19 |
| 084664BX8 | BERKSHIRE HATHAWAY FIN | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 4,750.00 |
| 161571FL3 | CHAIT 2012-A5 A5 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 983.33 |
| 161571FR0 | CHAIT 2012-A8 A8 | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 720.00 |
| 64990EUD7 | NY DORM AUTH-B-UNREF | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 4,185.00 |
| 31381PBX5 | FN 466354 | 0.00 | Coupon | 01/01/2015 | | 0.00 | 0.00 | 3,296.12 |
| 084664BY6 | BERKSHIRE HATHAWAY FIN | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 10,000.00 |
| 31381PBX5 | FN 466354 | 0.00 | Coupon | 02/01/2015 | | 0.00 | 0.00 | 3,291.24 |
| 3137B03W2 | FHMS K502 A2 | 0.00 | Coupon | 01/01/2015 | | 0.00 | 0.00 | 1,188.33 |
| 313375RN9 | FEDERAL HOME LOAN BANK | 0.00 | Coupon | 03/11/2015 | | 0.00 | 0.00 | 15,000.00 |
| 3137AEV77 | FHMS K703 A2 | 0.00 | Coupon | 03/01/2015 | | 0.00 | 0.00 | 2,249.17 |
| 14041NEK3 | COMET 2013-A1 A1 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 1,050.00 |
| 912828VL1 | US TREASURY N/B | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 6,250.00 |
| 3137AEV77 | FHMS K703 A2 | 0.00 | Coupon | 02/01/2015 | | 0.00 | 0.00 | 2,249.17 |
| 3137B03W2 | FHMS K502 A2 | 0.00 | Coupon | 02/01/2015 | | 0.00 | 0.00 | 1,188.33 |
| 161571FL3 | CHAIT 2012-A5 A5 | 0.00 | Coupon | 03/15/2015 | | 0.00 | 0.00 | 983.33 |
| 34530KAA1 | FORDO 2014-B A2 | 0.00 | Coupon | 03/15/2015 | | 0.00 | 0.00 | 303.77 |
| 3137B03W2 | FHMS K502 A2 | 0.00 | Coupon | 03/01/2015 | | 0.00 | 0.00 | 1,188.33 |
| 89236TBV6 | TOYOTA MOTOR CREDIT CORP | 0.00 | Coupon | 03/23/2015 | | 0.00 | 0.00 | 1,597.36 |
| 43814GAC4 | HAROT 2014-2 A3 | 0.00 | | 03/18/2015 | | 0.00 | 0.00 | 641.67 |
| 459200GJ4 | IBM CORP | 0.00 | Coupon | 03/14/2015 | | 0.00 | 0.00 | 57,000.00 |
| 912828SC5 | US TREASURY N/B | 0.00 | Coupon | 01/31/2015 | | 0.00 | 0.00 | 6,562.50 |
| 574193JA7 | MARYLAND ST-B-TXBL | 0.00 | • | 03/01/2015 | | 0.00 | 0.00 | 5,250.00 |
| 931142BY8 | WAL-MART STORES INC | 0.00 | Coupon | 01/01/2015 | | 0.00 | 0.00 | 45,000.00 |
| 78008TLB8 | ROYAL BANK OF CANADA | 0.00 | Coupon | 01/20/2015 | | 0.00 | 0.00 | 23,000.00 |
| 912828VW7 | US TREASURY N/B | 0.00 | • | 03/15/2015 | | 0.00 | 0.00 | 9,625.00 |
| 43814GAC4 | HAROT 2014-2 A3 | 0.00 | • | 02/18/2015 | | 0.00 | 0.00 | 641.67 |
| 037833AP5 | APPLE INC | 0.00 | | 02/06/2015 | | 0.00 | 0.00 | 2,718.34 |
| 373384T48 | GEORGIA ST-B-TXBL | 0.00 | • | 02/01/2015 | | 0.00 | 0.00 | 10,943.33 |
| 3137AEV77 | FHMS K703 A2 | 0.00 | Coupon | 01/01/2015 | | 0.00 | 0.00 | 2,249.17 |
| 084664CA7 | BERKSHIRE HATHAWAY FIN | 0.00 | • | 01/12/2015 | | 0.00 | 0.00 | 780.02 |
| 43814GAC4 | HAROT 2014-2 A3 | 0.00 | Coupon | 01/18/2015 | | 0.00 | 0.00 | 641.67 |
| 14041NEK3 | COMET 2013-A1 A1 | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 1,050.00 |
| 14041NEK3 | COMET 2013-A1 A1 | 0.00 | | 02/15/2015 | | 0.00 | 0.00 | 1,050.00 |
| 3134G4S33 | FREDDIE MAC | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 3,100.00 |
| 31381TCE8 | FN 469969 | 0.00 | | 01/01/2015 | | 0.00 | 0.00 | 2,088.43 |
| 31381TCE8 | FN 469969 | 0.00 | Coupon | 02/01/2015 | | 0.00 | 0.00 | 2,085.14 |
| 80283HAC6 | SDART 2013-4 A3 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 893.25 |
| 80283HAC6 | SDART 2013-4 A3 | 0.00 | | 02/15/2015 | | 0.00 | 0.00 | 799.36 |
| 31381TCE8 | FN 469969 | 0.00 | Coupon | 03/01/2015 | | 0.00 | 0.00 | 1,880.34 |
| 80283HAC6 | SDART 2013-4 A3 | 0.00 | • | 03/15/2015 | | 0.00 | 0.00 | 714.63 |
| 89114QAB4 | TORONTO-DOMINION BANK | 0.00 | | 01/14/2015 | | 0.00 | 0.00 | 25,000.00 |
| 3135G0PP2 | FANNIE MAE | 0.00 | Coupon | 03/20/2015 | | 0.00 | 0.00 | 10,000.00 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | 0.00 | • | 01/01/2015 | | 0.00 | 0.00 | 537.44 |
| 3137EADL0 | FREDDIE MAC | 0.00 | Coupon | 03/29/2015 | | 0.00 | 0.00 | 7,500.00 |
| 912828UM0 | US TREASURY N/B | 0.00 | | 02/15/2015 | | 0.00 | 0.00 | 3,750.00 |
| 43813UAD2 | HAROT 2012-1 A4 | 0.00 | Coupon | 01/15/2015 | , | 0.00 | 0.00 | 808.33 |
| 43813UAD2 | HAROT 2012-1 A4 | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 808.33 |
| 34529UAD6 | FORDO 2012-A A4 | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 1,230.50 |



Transactions Realized Gain Loss Report

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| Identifier | Description | Current Units | Turno | Settle Date | Price | Principal | Realized Gain/Loss | Amount |
|------------------------|----------------------------|---------------|---------------|--------------------------|-------|-------------------|--------------------|-----------------------|
| 78010UNY9 | ROYAL BANK OF CANADA | | Coupon | 01/23/2015 | | Principal 0.00 | 0.00 | 2,148.97 |
| 912828C40 | US TREASURY N/B | 0.00 | | 03/31/2015 | | 0.00 | 0.00 | 3,750.00 |
| 43813UAD2 | HAROT 2012-1 A4 | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 808.33 |
| 912828B41 | US TREASURY N/B | 0.00 | | 01/31/2015 | | 0.00 | 0.00 | 1,875.00 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | | Coupon | 01/01/2015 | | 0.00 | 0.00 | 702.30 |
| 34529UAD6 | FORDO 2012-A A4 | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 1,230.50 |
| 459200GX3 | IBM CORP | 0.00 | | 01/22/2015 | | 0.00 | 0.00 | 9,750.00 |
| | | | | | | | | |
| 478160AQ7 34529UAD6 | JOHNSON & JOHNSON | 0.00 | · · | 02/15/2015 02/15/2015 | | 0.00 | 0.00 | 55,500.00 1,230.50 |
| | FORDO 2012-A A4 FANNIE MAE | 0.00 | | | | 0.00 | 0.00 | · |
| 3135G0VA8 | | 0.00 | | 03/30/2015 | | 0.00 | 0.00 | 5,000.00 |
| 191216AU4 | COCA-COLA CO/THE | 0.00 | | 03/01/2015 | | 0.00 | 0.00 | 18,000.00 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | 0.00 | | 03/01/2015 | | 0.00 | 0.00 | 644.84 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | 0.00 | | 02/25/2015 | | 0.00 | 0.00 | 367.73 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | 0.00 | · · | 02/01/2015 | | 0.00 | 0.00 | 692.47 |
| 3136AJKZ8 | FNA 2014-M3 ASQ2 | 0.00 | | 01/26/2015 | | 0.00 | 0.00 | 98.87 |
| 30231GAA0 | EXXON MOBIL CORPORATION | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 4,605.00 |
| 961214BV4 | WESTPAC BANKING CORP | | Coupon | 02/14/2015 | | 0.00 | 0.00 | 10,000.00 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | 0.00 | · · | 02/01/2015 | | 0.00 | 0.00 | 530.66 |
| 89114QAH1 | TORONTO-DOMINION BANK | 0.00 | | 01/30/2015 | | 0.00 | 0.00 | 3,999.96 |
| 80283WAB5 | SDART 2014-2 A2A | 0.00 | | 03/15/2015 | | 0.00 | 0.00 | 303.21 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | 0.00 | | 03/01/2015 | | 0.00 | 0.00 | 265.27 |
| 3136AJDN3 | FNA 2014-M2 ASQ2 | 0.00 | · · | 02/25/2015 | | 0.00 | 0.00 | 1,630.68 |
| 78010UBY2 | ROYAL BANK OF CANADA | 0.00 | | 03/09/2015 | | 0.00 | 0.00 | 7,250.00 |
| 17305EFC4 | CCCIT 2013-A3 A3 | 0.00 | | 01/22/2015 | | 0.00 | 0.00 | 5,550.00 |
| 20772JWS7 | CONNECTICUT ST-A-TXBL | 0.00 | | 03/01/2015 | | 0.00 | 0.00 | 1,906.25 |
| 80283WAB5 | SDART 2014-2 A2A | 0.00 | | 02/15/2015 | | 0.00 | 0.00 | 347.33 |
| 912828VR8 | US TREASURY N/B | 0.00 | Coupon | 02/15/2015 | | 0.00 | 0.00 | 6,250.00 |
| 80283WAB5 | SDART 2014-2 A2A | 0.00 | Coupon | 01/15/2015 | | 0.00 | 0.00 | 388.57 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 01/02/2015 | | 0.00 | 0.00 | 2,000,000.00 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 01/06/2015 | | 0.00 | 0.00 | -10,580.26 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 02/17/2015 | | 0.00 | 0.00 | -47,151.03 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 02/18/2015 | | 0.00 | 0.00 | 47,195.96 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 02/02/2015 | | 0.00 | 0.00 | 1,000,000.00 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 02/05/2015 | | 0.00 | 0.00 | -10,723.54 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 03/03/2015 | | 0.00 | 0.00 | 52,445.10 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 03/02/2015 | | 0.00 | 0.00 | -52,443.96 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 03/17/2015 | | 0.00 | 0.00 | 10,552.40 |
| CCYUSD | US Dollar | 0.00 | Cash Transfer | 03/16/2015 | | 0.00 | 0.00 | -48,934.04 |
| | <u></u> | 3,283,676.24 | | | | 3,387,891.75 | 3,364.64 | 13,586.15 |

^{*} Filtered By: Type = Buy or Type = Sell or Type = Call Redemption or Type = Put Redemption or Type = Corporate Action Sell or Type = Cash Transfer or Type = Maturity or Type = Coupon or Type = Principal Paydown or Type = Money Market Funds.

^{*} The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.



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Issuer Concentration

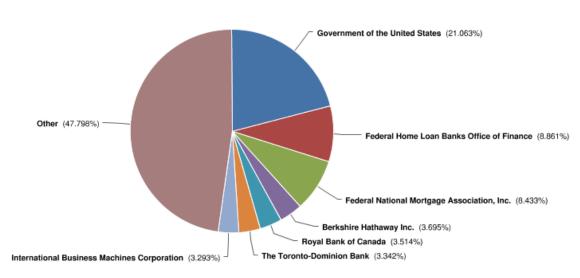


Chart calculated by: Market Value + Accrued

(45779QS64) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD

| (10110001) | | 02001122 01121110 (021102) 212 | | | | | | | | |
|------------|---------------|---|---------------------------|--------------|----------|---------------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units Coupon Type | Callab le | Duration | Book Yield | Yield Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 45779QS64 | СР | INSTITUTIONAL SECURED FUNDING (JERSEY) LTD (45779QS64) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | 600,000.00 NA | N | 0.096 | 0.30 | 0.30 05/06/2015 05/06/2015 | 0.00 | 599,825.00 599,825.00 | 599,825.00 599,825.00 |
| 45779QS64 | СР | INSTITUTIONAL SECURED FUNDING (JERSEY) LTD (45779Q\$64) INSTITUTIONAL SECURED FUNDING (JERSEY) LTD | 600,000.00 NA | N | 0.096 | 0.30 | 0.30 05/06/2015 05/06/2015 | 0.00 | 599,825.00 599,825.00 | 599,825.00 599,825.00 |

(CCYUSD) UNITED STATES OF AMERICA

| Identifier | Security Type | Description, Issuer Concentration | Current Units Coupon Type | Callab le | Duration | Book Yield | Yield Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|------------|---------------|---|---------------------------|--------------|----------|---------------|--|-----------------|-------------------------------------|---|
| CCYUSD | CASH | Cash (CCYUSD) UNITED STATES OF AMERICA | -0.00 Fixed | N | 0.00 | 0.00 | 0.00 03/31/2015 03/31/2015 | 0.00 | -0.00 -0.00 | -0.00 -0.00 |
| CCYUSD | CASH | Cash (CCYUSD) UNITED STATES OF AMERICA | -0.00 Fixed | N | 0.00 | 0.00 | 0.00 03/31/2015 03/31/2015 | 0.00 | -0.00 -0.00 | -0.00 -0.00 |

Apple Inc.



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| As of 03/31/2015 | Return to Table of Contents | Dated: 04/16/2015 |
|--------------------|-----------------------------|--------------------|
| A3 01 03/3 1/20 13 | Neturn to rable of contents | Datea: 0-4/10/2010 |

| AS 01 03/3 1/ | /2013 | | _ | Return to 1 | able of t | Contents | | | | | | Dated: 04/10/2013 |
|---------------|----------------|--|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 037833AP5 | CORP | APPLE INC Apple Inc. | 2,000,000.00 | Floating | N | 0.10 | 0.511 | 0.454 | 05/06/2019 05/06/2019 | 1,665.30 | 2,004,219.35 2,005,884.65 | 2,008,820.00 2,010,485.30 |
| 037833AH3 | CORP | APPLE INC Apple Inc. | 1,700,000.00 | Fixed | N | 1.083 | 0.503 | 0.43 | 05/03/2016 05/03/2016 | 3,145.00 | 1,699,024.78 1,702,169.78 | 1,700,374.00 1,703,519.00 |
| 037833AH3 | CORP | APPLE INC Apple Inc. | 1,250,000.00 | Fixed | N | 1.083 | 0.526 | 0.43 | 05/03/2016 05/03/2016 | 2,312.50 | 1,248,971.63 1,251,284.13 | 1,250,275.00 1,252,587.50 |
| | CORP | APPLE INC Apple Inc. | 4,950,000.00 | | N | 0.685 | 0.512 | 0.44 | 07/21/2017 07/21/2017 | 7,122.80 | 4,952,215.77 4,959,338.57 | 4,959,469.00 4,966,591.80 |
| Australia and | New Zealand Ba | nking Group Limited | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 05253JAF8 | CORP | AUST & NZ BANKING GRP NY Australia and New Zealand Banking Group Limited | 2,000,000.00 | Fixed | N | 2.157 | 1.256 | 1.089 | 06/13/2017 06/13/2017 | 7,500.00 | 1,999,734.66 2,007,234.66 | 2,006,960.00 2,014,460.00 |
| 05253JAF8 | CORP | AUST & NZ BANKING GRP NY Australia and New Zealand Banking Group Limited | 2,000,000.00 | Fixed | N | 2.157 | 1.256 | 1.089 | 06/13/2017 06/13/2017 | 7,500.00 | 1,999,734.66 2,007,234.66 | 2,006,960.00 2,014,460.00 |
| Beaverton Scl | hool District | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 938429M38 | MUNI | WASHINGTON SD #48J Beaverton School District | 500,000.00 | Fixed | N | 2.214 | 1.092 | 1.13 | 06/30/2017 06/30/2017 | 530.83 | 500,000.00 500,530.83 | 499,580.00 500,110.83 |
| 938429M38 | MUNI | WASHINGTON SD #48J Beaverton School District | 500,000.00 | Fixed | N | 2.214 | 1.092 | 1.13 | 06/30/2017 06/30/2017 | 530.83 | 500,000.00 500,530.83 | 499,580.00 500,110.83 |
| Bedford Row | Funding Corp. | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 07644BRE4 | CP | Bedford Row Funding Corp. Bedford Row Funding Corp. | 3,000,000.00 | NA | N | 0.036 | 0.26 | 0.26 | 04/14/2015 04/14/2015 | 0.00 | 2,999,718.33 2,999,718.33 | 2,999,718.33 2,999,718.33 |
| 07644BRE4 | СР | Bedford Row Funding Corp. Bedford Row Funding Corp. | 3,000,000.00 | NA | N | 0.036 | 0.26 | 0.26 | 04/14/2015 04/14/2015 | 0.00 | 2,999,718.33 2,999,718.33 | 2,999,718.33 2,999,718.33 |
| Berkshire Hat | hawav Inc. | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 084664BS9 | CORP | BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. | 1,000,000.00 | Fixed | N | 2.074 | 1.024 | 0.884 | 05/15/2017 05/15/2017 | 6,044.44 | 1,012,050.67 1,018,095.12 | 1,015,020.00 1,021,064.44 |
| 084664BS9 | CORP | BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. | 1,000,000.00 | Fixed | N | 2.074 | 1.12 | 0.884 | 05/15/2017 05/15/2017 | 6,044.44 | 1,010,031.76 1,016,076.20 | 1,015,020.00 1,021,064.44 |
| 084664BX8 | CORP | BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. | 1,000,000.00 | Fixed | N | 1.361 | 0.657 | 0.622 | 08/15/2016 08/15/2016 | 1,213.89 | 1,004,006.03 1,005,219.92 | 1,004,470.00 1,005,683.89 |
| 084664CA7 | CORP | BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. | 788,000.00 | Floating | N | 0.028 | 0.396 | 0.399 | 01/10/2017 01/10/2017 | 695.32 | 788,176.36 788,871.68 | 788,133.96 788,829.28 |
| 084670BD9 | CORP | BERKSHIRE HATHAWAY INC Berkshire Hathaway Inc. | 1,000,000.00 | Fixed | N | 1.798 | 0.871 | 0.807 | 01/31/2017 01/31/2017 | 3,219.44 | 1,018,678.96 1,021,898.40 | 1,019,850.00 1,023,069.44 |
| 084664BY6 | CORP | BERKSHIRE HATHAWAY FIN Berkshire Hathaway Inc. | 1,000,000.00 | Fixed | N | 3.252 | 1.632 | 1.227 | 08/15/2018 08/15/2018 | 2,555.56 | 1,012,040.20 1,014,595.76 | 1,025,460.00 1,028,015.56 |
| | | | | | | | | | | | | |



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| As of 03/31/ | | iation with Flora 67 to | | Return to Ta | | Contents | _ | | | | | Dated: 04/16/2015 |
|----------------|----------------------|--|---------------|--------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|--|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| | CORP | Berkshire Hathaway Inc. | 5,788,000.00 | | N | 1.836 | 0.974 | 0.821 | 05/13/2017 05/13/2017 | 19,773.10 | 5,844,983.98 5,864,757.07 | 5,867,953.90 5,887,727.00 |
| Capital One M | /lulti-Asset Execu | tion Trust | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 14041NEK3 | ABS | COMET 2013-A1 A1 Capital One Multi-Asset Execution Trust | 2,000,000.00 | Fixed | Υ | 0.787 | 0.61 | 0.666 | 01/15/2016 11/15/2018 | 560.00 | 2,000,328.83 2,000,888.83 | 1,999,412.00 1,999,972.00 |
| 14041NEK3 | ABS | COMET 2013-A1 A1 Capital One Multi-Asset Execution Trust | 2,000,000.00 | Fixed | Y | 0.787 | 0.61 | 0.666 | 01/15/2016 11/15/2018 | 560.00 | 2,000,328.83 2,000,888.83 | 1,999,412.00 1,999,972.00 |
| Chase Issuan | ice Trust | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 161571FL3 | ABS | CHAIT 2012-A5 A5 Chase Issuance Trust | 2,000,000.00 | Fixed | Υ | 0.374 | 0.451 | 0.454 | 08/15/2015 08/15/2017 | 524.44 | 2,001,036.21 2,001,560.65 | 2,000,986.00 2,001,510.44 |
| 161571FR0 | ABS | CHAIT 2012-A8 A8 Chase Issuance Trust | 1,600,000.00 | Fixed | Υ | 0.539 | 0.50 | 0.536 | 10/15/2015 10/16/2017 | 384.00 | 1,600,348.65 1,600,732.65 | 1,600,016.00 1,600,400.00 |
| | ABS | Chase Issuance Trust | 3,600,000.00 | Fixed | Y | 0.447 | 0.473 | 0.49 | 09/11/2015 09/12/2017 | 908.44 | 3,601,384.86 3,602,293.30 | 3,601,002.00 3,601,910.44 |
| Citibank Credi | lit Card Issuance | Trust | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 17305ECX1 | ABS | CCCIT 2005-A9 A9 Citibank Credit Card Issuance Trust | 1,000,000.00 | Fixed | Y | 0.625 | 0.543 | 0.634 | 11/20/2015 11/20/2017 | 18,558.33 | 1,028,888.56 1,047,446.89 | 1,028,283.00 1,046,841.33 |
| 17305EFC4 | ABS | CCCIT 2013-A3 A3 Citibank Credit Card Issuance Trust | 1,000,000.00 | Fixed | Υ | 1.298 | 0.794 | 0.801 | 07/22/2016 07/23/2018 | 2,127.50 | 1,004,107.01 1,006,234.51 | 1,003,992.00 1,006,119.50 |
| | ABS | Citibank Credit Card Issuance Trust | 2,000,000.00 | Fixed | Y | 0.955 | 0.666 | 0.716 | 03/19/2016 03/20/2018 | 20,685.83 | 2,032,995.57 2,053,681.40 | 2,032,275.00 2,052,960.83 |
| Connecticut, S | State of | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 20772JWS7 | MUNI | CONNECTICUT ST-A-TXBL Connecticut, State of | 1,500,000.00 | Fixed | N | 0.416 | 0.25 | 0.365 | 09/01/2015 09/01/2015 | 312.50 | 1,500,000.00 1,500,312.50 | 1,499,280.00 1,499,592.50 |
| 20772JWS7 | MUNI | CONNECTICUT ST-A-TXBL Connecticut, State of | 1,500,000.00 | Fixed | N | 0.416 | 0.25 | 0.365 | 09/01/2015 09/01/2015 | 312.50 | 1,500,000.00 1,500,312.50 | 1,499,280.00 1,499,592.50 |
| Dormitory Aut | thority of the State | e of New York | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 64990EUD7 | MUNI | NY DORM AUTH-B-UNREF Dormitory Authority of the State of New York | 1,000,000.00 | Fixed | N | 1.852 | 0.947 | 0.82 | 02/15/2017 02/15/2017 | 1,069.50 | 997,959.69 999,029.19 | 1,000,310.00 1,001,379.50 |
| 64990EUD7 | MUNI | NY DORM AUTH-B-UNREF Dormitory Authority of the State of New York | 1,000,000.00 | Fixed | N | 1.852 | 0.947 | 0.82 | 02/15/2017 02/15/2017 | 1,069.50 | 997,959.69 999,029.19 | 1,000,310.00 1,001,379.50 |



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| Exxon Mobil (| Corporation | | | | | | | | | | | |
|---------------|-------------------|--|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 30231GAL6 | CORP | EXXON MOBIL CORPORATION Exxon Mobil Corporation | 1,000,000.00 | Fixed | N | 2.867 | 1.305 | 1.105 | 03/06/2018 03/06/2018 | 906.25 | 1,000,000.00 1,000,906.25 | 1,005,760.00 1,006,666.25 |
| 30231GAA0 | CORP | EXXON MOBIL CORPORATION Exxon Mobil Corporation | 1,000,000.00 | Fixed | N | 1.935 | 0.921 | 0.75 | 03/15/2017 03/15/2017 | 409.33 | 1,000,000.00 1,000,409.33 | 1,003,320.00 1,003,729.33 |
| | CORP | EXXON MOBIL CORPORATION Exxon Mobil Corporation | 2,000,000.00 | Fixed | N | 2.401 | 1.113 | 0.927 | 09/09/2017 09/09/2017 | 1,315.58 | 2,000,000.00 2,001,315.58 | 2,009,080.00 2,010,395.58 |
| Fairfax, Coun | nty of | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 303891YE9 | MUNI | FAIRFAX CO WTR-B-TXBL Fairfax, County of | 1,500,000.00 | Fixed | N | 1.966 | 1.07 | 0.931 | 04/01/2017 04/01/2017 | 7,612.50 | 1,498,366.01 1,505,978.51 | 1,502,505.00 1,510,117.50 |
| 303891YE9 | MUNI | FAIRFAX CO WTR-B-TXBL Fairfax, County of | 1,500,000.00 | Fixed | N | 1.966 | 1.07 | 0.931 | 04/01/2017 04/01/2017 | 7,612.50 | 1,498,366.01 1,505,978.51 | 1,502,505.00 1,510,117.50 |
| Federal Farm | n Credit Banks Fu | nding Corporation | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 3133EDXA5 | AGCY BOND | FEDERAL FARM CREDIT BANK Federal Farm Credit Banks Funding Corporation | 610,000.00 | Fixed | N | 2.472 | 0.999 | 0.867 | 10/10/2017 10/10/2017 | 3,332.12 | 612,289.54 615,621.67 | 614,306.60 617,638.72 |
| 3133EDXA5 | AGCY BOND | FEDERAL FARM CREDIT BANK Federal Farm Credit Banks Funding Corporation | 610,000.00 | Fixed | N | 2.472 | 0.999 | 0.867 | 10/10/2017 10/10/2017 | 3,332.12 | 612,289.54 615,621.67 | 614,306.60 617,638.72 |
| Federal Home | e Loan Banks Off | ice of Finance | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 313375RN9 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 3,000,000.00 | Fixed | N | 0.94 | 0.419 | 0.395 | 03/11/2016 03/11/2016 | 1,666.67 | 3,016,380.77 3.018,047,43 | 3,017,100.00 3,018,766.67 |
| 3130A22P0 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 3,000,000.00 | Fixed | N | 1.175 | 0.51 | 0.481 | 06/06/2016 06/06/2016 | 3,833.33 | 2,996,125.91 2,999,959.24 | 2,997,150.00 3,000,983.33 |
| 3130A3HF4 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 1,000,000.00 | Fixed | N | 2.631 | 1.133 | 0.902 | 12/08/2017 12/08/2017 | 4,406.25 | 999,776.85 1,004,183.10 | 1,005,890.00 1,010,296.25 |
| 3130A4GJ5 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 1,000,000.00 | Fixed | N | 3.005 | 1.14 | 0.959 | 04/25/2018 04/25/2018 | 1,062.50 | 999,551.43 1,000,613.93 | 1,005,000.00 1,006,062.50 |
| 313379EE5 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 1,500,000.00 | Fixed | N | 4.035 | 1.486 | 1.317 | 06/14/2019 06/14/2019 | 7,244.79 | 1,508,486.50 1,515,731.30 | 1,518,810.00 1,526,054.79 |
| 3130A3UR3 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 2,500,000.00 | Fixed | N | 1.748 | 0.706 | 0.534 | 01/06/2017 01/06/2017 | 4,427.08 | 2,501,929.05 2,506,356.14 | 2,509,450.00 2,513,877.08 |
| 313371PV2 | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 2,000,000.00 | Fixed | N | 1.66 | 0.683 | 0.602 | 12/09/2016 12/09/2016 | 10,111.11 | 2,031,594.36 2,041,705.47 | 2,034,320.00 2,044,431.11 |
| | AGCY BOND | FEDERAL HOME LOAN BANK Federal Home Loan Banks Office of Finance | 14,000,000.00 | Fixed | N | 1.841 | 0.745 | 0.644 | 02/15/2017 02/15/2017 | 32,751.74 | 14,053,844.88 14,086,596.61 | 14,087,720.00 14,120,471.74 |

Federal Home Loan Mortgage Corp



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|--------------------|-----------------------------|--------------------|
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|-----------------|-------------------|---|---------------|----------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 3137AEV77 | FHLMC CMO | FHMS K703 A2 Federal Home Loan Mortgage Corp | 1,000,000.00 | Fixed | Υ | 2.954 | 1.618 | 1.232 | 04/25/2018 05/25/2018 | 2,249.17 | 1,030,677.08 1,032,926.25 | 1,042,348.00 1,044,597.17 |
| 3137B03W2 | FHLMC CMO | FHMS K502 A2 Federal Home Loan Mortgage Corp | 1,000,000.00 | Fixed | Υ | 1.948 | 1.199 | 0.836 | 03/24/2017 08/25/2017 | 1,188.33 | 1,005,211.67 1,006,400.00 | 1,010,614.00 1,011,802.33 |
| 3137EADL0 | AGCY BOND | FREDDIE MAC Federal Home Loan Mortgage Corp | 1,500,000.00 | Fixed | N | 2.459 | 1.034 | 0.874 | 09/29/2017 09/29/2017 | 83.33 | 1,498,734.08 1,498,817.42 | 1,504,650.00 1,504,733.33 |
| 3134G4S33 | AGCY BOND | FREDDIE MAC Federal Home Loan Mortgage Corp | 1,550,000.00 | Fixed | Υ | 0.411 | 0.40 | 0.419 | 01/15/2016 01/15/2016 | 1,308.89 | 1,550,000.00 1,551,308.89 | 1,549,767.50 1,551,076.39 |
| | | Federal Home Loan Mortgage Corp | 5,050,000.00 | Fixed | | 1.838 | 0.994 | 0.802 | 03/29/2017 05/05/2017 | 4,829.72 | 5,084,622.83 5,089,452.55 | 5,107,379.50 5,112,209.22 |
| Federal Nation | nal Mortgage Ass | sociation, Inc. | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 3136AJDN3 | FNMA | FNA 2014-M2 ASQ2 Federal National Mortgage Association, Inc. | 607,816.50 | Fixed | N | 0.38 | 0.469 | 0.386 | 08/12/2015 09/25/2015 | 242.11 | 607,644.83 607,886.95 | 607,829.26 608,071.38 |
| 3136AJKZ8 | FNMA | FNA 2014-M3 ASQ2 Federal National Mortgage Association, Inc. | 1,383,983.96 | Fixed | N | 0.682 | 0.558 | 0.521 | 12/06/2015 03/25/2016 | 643.55 | 1,383,979.15 1,384,622.70 | 1,383,798.51 1,384,442.06 |
| 31381PBX5 | FNMA | FN 466354 Federal National Mortgage Association, Inc. | 1,437,682.32 | Fixed | N | 2.132 | 1.12 | 1.16 | 06/01/2017 06/01/2017 | 3,280.71 | 1,483,492.99 1,486,773.70 | 1,482,724.91 1,486,005.62 |
| 31381TCE8 | FNMA | FN 469969 Federal National Mortgage Association, Inc. | 942,674.20 | Fixed | N | 3.447 | 1.767 | 1.536 | 11/03/2018 12/01/2018 | 2,078.07 | 967,646.35 969,724.42 | 976,186.27 978,264.34 |
| 3135G0WJ8 | AGCY BOND | FANNIE MAE Federal National Mortgage Association, Inc. | 3,000,000.00 | Fixed | N | 3.079 | 1.356 | 0.952 | 05/21/2018 05/21/2018 | 9,479.17 | 2,955,781.33 2,965,260.50 | 2,992,860.00 3,002,339.17 |
| 31359MEL3 | AGCY BOND | FANNIE MAE Federal National Mortgage Association, Inc. | 2,000,000.00 | Fixed | N | 2.157 | 1.047 | 0.743 | 06/01/2017 06/01/2017 | 0.00 | 1,955,275.07 1,955,275.07 | 1,968,080.00 1,968,080.00 |
| 3135G0PP2 | AGCY BOND | FANNIE MAE Federal National Mortgage Association, Inc. | 2,000,000.00 | Fixed | Υ | 2.45 | 1.139 | 0.852 | 09/20/2017 09/20/2017 | 611.11 | 1,993,248.36 1,993,859.48 | 2,007,220.00 2,007,831.11 |
| 3135G0VA8 | AGCY BOND | FANNIE MAE Federal National Mortgage Association, Inc. | 2,000,000.00 | Fixed | N | 0.994 | 0.424 | 0.321 | 03/30/2016 03/30/2016 | 27.78 | 2,001,505.27 2,001,533.05 | 2,003,560.00 2,003,587.78 |
| | | Federal National Mortgage Association, Inc. | 13,372,156.98 | Fixed | | 2.092 | 1.021 | 0.808 | 05/16/2017 05/31/2017 | 16,362.51 | 13,348,573.36 13,364,935.86 | 13,422,258.95 13,438,621.45 |
| Fidelity Colche | ester Street Trus | t | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 316175108 | MMFUND | FIDELITY GOVERNMENT PORT-I Fidelity Colchester Street Trust | 65,286.85 | Fixed | N | 0.00 | 0.01 | 0.01 | 03/31/2015 03/31/2015 | 0.00 | 65,286.85 65,286.85 | 65,286.85 65,286.85 |
| 316175108 | MMFUND | FIDELITY GOVERNMENT PORT-I Fidelity Colchester Street Trust | 65,286.85 | Fixed | N | 0.00 | 0.01 | 0.01 | 03/31/2015 03/31/2015 | 0.00 | 65,286.85 65,286.85 | 65,286.85 65,286.85 |
| Ford Motor Co | ompany | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 34529UAD6 | ABS | FORDO 2012-A A4 Ford Motor Company | 1,252,260.95 | Fixed | Υ | 0.391 | 0.50 | 0.472 | 08/20/2015 06/15/2017 | 640.04 | 1,255,406.89 1,256,046.93 | 1,255,551.89 1,256,191.94 |
| 34530KAA1 | ABS | FORDO 2014-B A2 Ford Motor Company | 695,035.68 | Fixed | Υ | 0.324 | 0.475 | 0.429 | 07/25/2015 03/15/2017 | 145.19 | 695,026.35 695,171.54 | 695,119.78 695,264.96 |
| | ABS | Ford Motor Company | 1,947,296.63 | Fixed | Y | 0.367 | 0.491 | 0.457 | 08/11/2015 05/13/2017 | 785.23 | 1,950,433.24 1,951,218.47 | 1,950,671.67 1,951,456.90 |
| | | | | | | | | | | | | |



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| General Electr | ic Company | | | | | | | | | | | |
|----------------|---------------|---|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 369604BE2 | CORP | GENERAL ELECTRIC CO General Electric Company | 2,000,000.00 | Fixed | N | 0.519 | 0.379 | 0.246 | 10/09/2015 10/09/2015 | 8,122.22 | 2,004,906.14 2,013,028.36 | 2,006,300.00 2,014,422.22 |
| 369604BC6 | CORP | GENERAL ELECTRIC CO General Electric Company | 1,000,000.00 | Fixed | N | 2.491 | 1.43 | 1.294 | 12/06/2017 12/06/2017 | 16,770.83 | 1,100,122.00 1,116,892.83 | 1,103,880.00 1,120,650.83 |
| 36962G6M1 | CORP | GENERAL ELEC CAP CORP General Electric Company | 1,000,000.00 | Fixed | N | 0.691 | 0.494 | 0.422 | 12/11/2015 12/11/2015 | 3,055.56 | 1,003,504.07 1,006,559.62 | 1,004,000.00 1,007,055.56 |
| 36962G6M1 | CORP | GENERAL ELEC CAP CORP General Electric Company | 1,000,000.00 | Fixed | N | 0.691 | 0.473 | 0.422 | 12/11/2015 12/11/2015 | 3,055.56 | 1,003,652.91 1,006,708.47 | 1,004,000.00 1,007,055.56 |
| | CORP | General Electric Company | 5,000,000.00 | Fixed | N | 1.015 | 0.649 | 0.543 | 04/22/2016 04/22/2016 | 31,004.17 | 5,112,185.11 5,143,189.28 | 5,118,180.00 5,149,184.17 |

Georgia, State of

| Identifier | Security Type | Description, Issuer Concentration | Current Units Coupon Typ | e Callab le | Duration | Book Yield | Yield Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|------------|---------------|--|--------------------------|----------------|----------|---------------|--|-----------------|-------------------------------------|---|
| 373384T48 | MUNI | GEORGIA ST-B-TXBL Georgia, State of | 2,000,000.00 Fixed | N | 1.81 | 0.98 | 0.915 02/01/2017 02/01/2017 | 3,266.67 | 2,000,000.00 2,003,266.67 | 2,002,340.00 2,005,606.67 |
| 373384T48 | MUNI | GEORGIA ST-B-TXBL Georgia, State of | 2,000,000.00 Fixed | N | 1.81 | 0.98 | 0.915 02/01/2017 02/01/2017 | 3,266.67 | 2,000,000.00 2,003,266.67 | 2,002,340.00 2,005,606.67 |

Government of the United States

| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|------------|---------------|--|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| 912828VR8 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 1.371 | 0.547 | 0.409 | 08/15/2016 08/15/2016 | 1,553.87 | 2,002,125.91 2,003,679.77 | 2,005,940.00 2,007,493.87 |
| 912828VW7 | US GOV | US TREASURY N/B Government of the United States | 2,200,000.00 | Fixed | N | 1.447 | 0.60 | 0.433 | 09/15/2016 09/15/2016 | 889.27 | 2,208,738.52 2,209,627.79 | 2,214,102.00 2,214,991.27 |
| 912828C73 | US GOV | US TREASURY N/B Government of the United States | 3,000,000.00 | Fixed | N | 2.014 | 0.855 | 0.586 | 04/15/2017 04/15/2017 | 12,115.38 | 3,001,219.51 3,013,334.89 | 3,017,580.00 3,029,695.38 |
| 912828WH9 | US GOV | US TREASURY N/B Government of the United States | 2,750,000.00 | Fixed | N | 2.096 | 0.813 | 0.608 | 05/15/2017 05/15/2017 | 9,106.53 | 2,753,588.94 2,762,695.47 | 2,765,482.50 2,774,589.03 |
| 912828WQ9 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 1.245 | 0.486 | 0.368 | 06/30/2016 06/30/2016 | 2,513.81 | 2,000,343.45 2,002,857.26 | 2,003,280.00 2,005,793.81 |
| 912828WA4 | US GOV | US TREASURY N/B Government of the United States | 1,500,000.00 | Fixed | N | 1.528 | 0.616 | 0.452 | 10/15/2016 10/15/2016 | 4,326.92 | 1,500,204.38 1,504,531.30 | 1,503,990.00 1,508,316.92 |
| 912828D80 | US GOV | US TREASURY N/B Government of the United States | 1,000,000.00 | Fixed | N | 4.247 | 1.789 | 1.284 | 08/31/2019 08/31/2019 | 1,413.04 | 993,062.11 994,475.16 | 1,014,610.00 1,016,023.04 |
| 912828D80 | US GOV | US TREASURY N/B Government of the United States | 875,000.00 | Fixed | N | 4.247 | 1.758 | 1.284 | 08/31/2019 08/31/2019 | 1,236.41 | 870,094.23 871,330.64 | 887,783.75 889,020.16 |
| 912828UM0 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 0.876 | 0.368 | 0.259 | 02/15/2016 02/15/2016 | 932.32 | 2,000,124.19 2,001,056.51 | 2,002,040.00 2,002,972.32 |
| 912828VG2 | US GOV | US TREASURY N/B Government of the United States | 1,500,000.00 | Fixed | N | 1.203 | 0.461 | 0.364 | 06/15/2016 06/15/2016 | 2,204.67 | 1,500,697.43 1,502,902.10 | 1,502,460.00 1,504,664.67 |
| 912828C81 | US GOV | US TREASURY N/B Government of the United States | 1,350,000.00 | Fixed | N | 1.078 | 0.416 | 0.324 | 04/30/2016 04/30/2016 | 2,125.69 | 1,349,399.21 1,351,524.90 | 1,350,742.50 1,352,868.19 |
| 912828WM8 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 1.163 | 0.487 | 0.348 | 05/31/2016 05/31/2016 | 2,513.74 | 1,997,408.25 1,999,921.99 | 2,000,620.00 2,003,133.74 |
| 912828G20 | US GOV | US TREASURY N/B Government of the United States | 1,200,000.00 | Fixed | N | 2.582 | 1.04 | 0.772 | 11/15/2017 11/15/2017 | 3,973.76 | 1,194,887.56 1,198,861.31 | 1,203,192.00 1,207,165.76 |
| 912828RX0 | US GOV | US TREASURY N/B Government of the United States | 1,000,000.00 | Fixed | N | 1.734 | 0.728 | 0.485 | 12/31/2016 12/31/2016 | 2,199.59 | 1,002,541.64 1,004,741.23 | 1,006,800.00 1,008,999.59 |
| 912828UW8 | US GOV | US TREASURY N/B Government of the United States | 1,000,000.00 | Fixed | N | 1.038 | 0.363 | 0.303 | 04/15/2016 04/15/2016 | 1,153.85 | 998,827.12 999,980.97 | 999,450.00 1,000,603.85 |



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| | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 912828C40 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 0.998 | 0.389 | 0.281 | 03/31/2016 03/31/2016 | 20.49 | 1,999,725.95 1,999,746.44 | 2,001,880.00 2,001,900.49 |
| 912828SC5 | US GOV | US TREASURY N/B Government of the United States | 1,500,000.00 | Fixed | N | 1.819 | 0.689 | 0.516 | 01/31/2017 01/31/2017 | 2,175.41 | 1,505,063.04 1,507,238.45 | 1,509,840.00 1,512,015.41 |
| 912828VL1 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 1.286 | 0.572 | 0.388 | 07/15/2016 07/15/2016 | 2,624.31 | 2,001,370.90 2,003,995.21 | 2,006,100.00 2,008,724.31 |
| 912828WP1 | US GOV | US TREASURY N/B Government of the United States | 2,000,000.00 | Fixed | N | 2.18 | 0.919 | 0.636 | 06/15/2017 06/15/2017 | 5,144.23 | 1,998,067.59 2,003,211.82 | 2,010,460.00 2,015,604.23 |
| 912828A67 | US GOV | US TREASURY N/B Government of the United States | 500,000.00 | Fixed | N | 0.75 | 0.271 | 0.229 | 12/31/2015 12/31/2015 | 314.23 | 499,920.82 500,235.05 | 500,080.00 500,394.23 |
| | US GOV | US TREASURY N/B Government of the United States | 33,375,000.00 | Fixed | N | 1.672 | 0.68 | 0.493 | 12/10/2016 12/10/2016 | 58,537.52 | 33,377,410.76 33,435,948.27 | 33,506,432.75 33,564,970.27 |
| Honda Auto Re | eceivables 2012- | -1 Owner Trust | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 43813UAD2 | ABS | HAROT 2012-1 A4 Honda Auto Receivables 2012-1 Owner Trust | 1,000,000.00 | Fixed | Υ | 0.124 | 0.449 | 0.866 | 05/14/2015 04/16/2018 | 431.11 | 1,000,632.35 1,001,063.46 | 1,000,454.00 1,000,885.11 |
| 43813UAD2 | ABS | HAROT 2012-1 A4 Honda Auto Receivables 2012-1 Owner Trust | 1,000,000.00 | Fixed | Υ | 0.124 | 0.449 | 0.866 | 05/14/2015 04/16/2018 | 431.11 | 1,000,632.35 1,001,063.46 | 1,000,454.00 1,000,885.11 |
| Laurella Austa Da | ceivables 2014 | -2 Owner Trust | | | | Donation | Book | Yield | Effective | Accrued Balance | Book Value, | Market Value |
| dentifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | | 71010 | | Accided Balance | | |
| | | Issuer Concentration HAROT 2014-2 A3 | Current Units 1,000,000.00 | | Callab le Y | 1.43 | 9.777 | | Maturity, Final Maturity 09/10/2016 | 278.06 | Book Value + Accrued 999,924.58 | Market Value + Accrued 999,527.00 |
| Identifier | Security Type | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 | | Fixed | le | | Yield | 0.803 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 | | 999,924.58 1,000,202.63 999,924.58 | 999,527.00 999,805.06 999,527.00 |
| Identifier 43814GAC4 | Security Type ABS | Issuer Concentration HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust | 1,000,000.00 | Fixed | le Y | 1.43 | 9.777 | 0.803 | Maturity, Final Maturity 09/10/2016 03/19/2018 | 278.06 | 999,924.58 1,000,202.63 | 999,527.00 999,805.06 999,527.00 |
| Identifier 43814GAC4 43814GAC4 nternational Ba | Security Type ABS ABS | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 | 1,000,000.00 | Fixed | le Y Y | 1.43 1.43 | Yield 0.777 0.777 | 0.803 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 | 278.06 278.0 6 | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 | Market Value + Accrued 999,527.00 999,805.06 999,527.00 999,805.06 |
| Identifier | Security Type ABS ABS | Issuer Concentration HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust | 1,000,000.00 1,000,000.00 | Fixed | le Y | 1.43 | 9.777 | 0.803 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 | 278.06 | 999,924.58 1,000,202.63 999,924.58 | Market Value + Accrued 999,527.00 999,805.06 999,805.06 Market Value, |
| Identifier 43814GAC4 43814GAC4 nternational Ba | Security Type ABS ABS ank for Reconstr | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Puction & Development Description, | 1,000,000.00 1,000,000.00 | Fixed Fixed Coupon Type | Y Y Callab | 1.43 1.43 | Vield 0.777 0.777 Book | 0.803 0.803 Yield | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 | 278.06 278.0 6 | Book Value + Accrued 999,924,58 1,000,202.63 999,924.58 1,000,202.63 Book Value, | Market Value + Accrued 999,527.00 999,805.06 999,805.06 Market Value Market Value + Accrued 1,499,850.00 |
| Identifier 43814GAC4 43814GAC4 nternational Ba | Security Type ABS ABS ank for Reconstr Security Type | Issuer Concentration HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Pruction & Development Description, Issuer Concentration INTL BK RECON & DEVELOP International Bank for Reconstruction & | 1,000,000.00 1,000,000.00 Current Units | Fixed Coupon Type Fixed | Y Y Callab | 1.43 1.43 | Vield 0.777 0.777 Book Yield | 0.803 0.803 Yield 0.632 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 | 278.06 278.06 Accrued Balance | 999,924,58 1,000,202.63 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value, | Market Value + Accrued 999,527.00 999,805.06 999,527.00 999,805.06 Market Value Market Value + Accrued 1,499,850.00 1,504,198.96 |
| Identifier 43814GAC4 43814GAC4 International Baldentifier 459058DS9 459058DS9 | ABS ABS ABS ARS INTL GOV | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Fuction & Development Description, ISSUER CONCENTRATION INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL BK RECON & DEVELOP International Bank for Reconstruction & Development | 1,000,000.00 1,000,000.00 Current Units 1,500,000.00 | Fixed Coupon Type Fixed | Y Y Callab | 1.43 1.43 Duration 1.522 | 9 Yield 0.777 0.777 0.777 Book Yield 0.69 | 0.803 0.803 Yield 0.632 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 10/14/2016 | 278.06 278.06 Accrued Balance 4,348.96 | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value + Accrued 1,498,514.35 1,502,863.31 | Market Value + Accrued 999,527.00 999,805.06 999,527.00 999,805.06 Market Value Market Value + Accrued 1,499,850.00 1,504,198.96 |
| Identifier 43814GAC4 43814GAC4 International Baldentifier 459058DS9 459058DS9 | ABS ABS ABS ank for Reconstr Security Type INTL GOV | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Fuction & Development Description, ISSUER CONCENTRATION INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL BK RECON & DEVELOP International Bank for Reconstruction & Development | 1,000,000.00 1,000,000.00 Current Units 1,500,000.00 1,500,000.00 | Fixed Coupon Type Fixed | Y Y Callab | 1.43 1.43 Duration 1.522 | 9 Yield 0.777 0.777 0.777 Book Yield 0.69 | 0.803 0.803 Yield 0.632 0.632 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 10/14/2016 | 278.06 278.06 Accrued Balance 4,348.96 | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value + Accrued 1,498,514.35 1,502,863.31 | Market Value + Accrued 999,527.00 999,805.06 999,527.00 999,805.06 Market Value, Market Value + Accrued 1,499,850.00 1,504,198.96 Market Value, Market Value, Market Value, |
| Identifier 43814GAC4 43814GAC4 International Baldentifier 459058DS9 A59058DS9 International Bu | ABS ABS ABS ABS ABS INTL GOV INTL GOV Usiness Machine | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Fuction & Development Description, ISSUER CONCENTRATION INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL BK RECON & DEVELOP International Bank for Reconstruction & Development See Corporation Description, | 1,000,000.00 1,000,000.00 Current Units 1,500,000.00 1,500,000.00 Current Units | Fixed Fixed Coupon Type Fixed Fixed | Y Y Callab le N | 1.43 1.43 Duration 1.522 1.522 | Vield 0.777 0.777 Book Yield 0.69 0.69 | 0.803 0.803 Yield 0.632 Vield | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 10/14/2016 10/14/2016 Effective Maturity, Final Maturity | 278.06 278.06 Accrued Balance 4,348.96 | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value + Accrued 1,498,514.35 1,502,863.31 1,498,514.35 1,502,863.31 | Market Value + Accrued 999,527.00 999,805.06 999,527.00 999,805.06 Market Value, Market Value + Accrued 1,499,850.00 1,504,198.96 1,499,850.00 1,504,198.96 Market Value + Accrued 2,221,620.00 |
| Identifier 43814GAC4 43814GAC4 International Baldentifier 459058DS9 459058DS9 International Buldentifier | ABS ABS ABS ABS ABS ABS INTL GOV INTL GOV USINESS Machine Security Type | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Fuction & Development Description, ISSUER CONCENTRATION INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL BK RECON & DEVELOP International Bank for Reconstruction & Development See Corporation Description, ISSUER CORP | 1,000,000.00 1,000,000.00 Current Units 1,500,000.00 1,500,000.00 Current Units | Fixed Coupon Type Fixed Fixed Coupon Type Fixed | Y Y Callab le N Callab le | 1.43 1.43 Duration 1.522 Duration | Vield | 0.803 Vield 0.632 Vield 1.108 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 10/14/2016 10/14/2016 Effective Maturity, Final Maturity 09/14/2017 | 278.06 278.06 Accrued Balance 4,348.96 4,348.96 Accrued Balance | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value + Accrued 1,498,514.35 1,502,863.31 1,498,514.35 1,502,863.31 Book Value + Accrued 2,211,599.72 | Market Value + Accrued 999,527.00 999,805.06 999,805.06 Market Value, Market Value + Accrued 1,499,850.00 1,504,198.96 1,499,850.00 1,504,198.96 Market Value + Accrued 2,221,620.00 2,227,003.33 1,995,060.00 |
| Identifier 43814GAC4 43814GAC4 International Base Identifier 459058DS9 International Buse Identifier 459200GJ4 | Security Type ABS ABS ABS ABS INTL GOV INTL GOV Usiness Machine Security Type CORP | HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust HAROT 2014-2 A3 Honda Auto Receivables 2014-2 Owner Trust Fuction & Development Description, Issuer Concentration INTL BK RECON & DEVELOP International Bank for Reconstruction & Development INTL BK RECON & DEVELOP International Bank for Reconstruction & Development BS Corporation Description, Issuer Concentration IBM CORP International Business Machines Corporation IBM CORP | 1,000,000.00 1,000,000.00 Current Units 1,500,000.00 Current Units 2,000,000.00 | Fixed Coupon Type Fixed Fixed Coupon Type Fixed Fixed Fixed Fixed Fixed | le Y Y Callab le N N Callab | 1.43 1.43 Duration 1.522 1.522 Duration 2.313 | Vield 0.777 0.777 Book Yield 0.69 0.69 Book Yield 1.30 | 0.803 Vield 0.632 Vield 1.108 | Maturity, Final Maturity 09/10/2016 03/19/2018 09/10/2016 03/19/2018 Effective Maturity, Final Maturity 10/14/2016 10/14/2016 10/14/2016 Effective Maturity, Final Maturity 09/14/2017 09/14/2017 02/06/2018 | 278.06 278.06 Accrued Balance 4,348.96 4,348.96 Accrued Balance 5,383.33 | Book Value + Accrued 999,924.58 1,000,202.63 999,924.58 1,000,202.63 Book Value, Book Value + Accrued 1,498,514.35 1,502,863.31 1,498,514.35 1,502,863.31 Book Value + Accrued 2,211,599.72 2,216,983.05 1,994,198.69 | Market Value + Accrued 999,527.00 999,805.06 999,827.00 999,805.06 |



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| Johnson & Jo | ohnson | | | | | | | | | | | |
|----------------|--------------------|--|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 478160AQ7 | CORP | JOHNSON & JOHNSON Johnson & Johnson | 2,000,000.00 | Fixed | Υ | 2.239 | 1.066 | 0.885 | | 14,183.33 | 2,209,808.11 2,223,991.44 | 2,218,540.00 2,232,723.33 |
| 478160AQ7 | CORP | JOHNSON & JOHNSON Johnson & Johnson | 2,000,000.00 | Fixed | Y | 2.239 | 1.066 | 0.885 | 08/15/2017 08/15/2017 | 14,183.33 | 2,209,808.11 2,223,991.44 | 2,218,540.00 2,232,723.33 |
| Maryland, Sta | ate of | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 574193JA7 | MUNI | MARYLAND ST-B-TXBL Maryland, State of | 1,500,000.00 | Fixed | N | 1.898 | 0.70 | 0.859 | 03/01/2017 03/01/2017 | 875.00 | 1,500,000.00 1,500,875.00 | 1,495,485.00 1,496,360.00 |
| 574193JA7 | MUNI | MARYLAND ST-B-TXBL Maryland, State of | 1,500,000.00 | Fixed | N | 1.898 | 0.70 | 0.859 | 03/01/2017 03/01/2017 | 875.00 | 1,500,000.00 1,500,875.00 | 1,495,485.00 1,496,360.00 |
| Massachusett | ts, Commonweal | th of | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 57582RAN6 | MUNI | MASSACHUSETTS ST Massachusetts, Commonwealth of | 1,500,000.00 | Fixed | N | 3.461 | 1.36 | 1.492 | 11/01/2018 11/01/2018 | 8,866.67 | 1,502,079.04 1,510,945.71 | 1,495,215.00 1,504,081.67 |
| 57582RAN6 | MUNI | MASSACHUSETTS ST Massachusetts, Commonwealth of | 1,500,000.00 | Fixed | N | 3.461 | 1.36 | 1.492 | 11/01/2018 11/01/2018 | 8,866.67 | 1,502,079.04 1,510,945.71 | 1,495,215.00 1,504,081.67 |
| Microsoft Cor | poration | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 594918AS3 | CORP | MICROSOFT CORP Microsoft Corporation | 1,000,000.00 | Fixed | N | 3.016 | 1.45 | 1.039 | 05/01/2018 05/01/2018 | 4,166.67 | 986,484.44 990,651.11 | 998,830.00 1,002,996.67 |
| 594918AS3 | CORP | MICROSOFT CORP Microsoft Corporation | 1,000,000.00 | Fixed | N | 3.016 | 1.45 | 1.039 | 05/01/2018 05/01/2018 | 4,166.67 | 986,484.44 990,651.11 | 998,830.00 1,002,996.67 |
| Mississippi, S | State of | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 605581FX0 | MUNI | MISSISSIPPI ST-B-TXBL Mississippi, State of | 1,000,000.00 | Fixed | N | 2.456 | 1.09 | 1.14 | 10/01/2017 10/01/2017 | 1,301.94 | 1,000,000.00 1,001,301.94 | 998,780.00 1,000,081.94 |
| 605581FX0 | MUNI | MISSISSIPPI ST-B-TXBL Mississippi, State of | 1,000,000.00 | Fixed | N | 2.456 | 1.09 | 1.14 | 10/01/2017 10/01/2017 | 1,301.94 | 1,000,000.00 1,001,301.94 | 998,780.00 1,000,081.94 |
| New York City | y Transitional Fin | ance Authority | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 64971MS37 | MUNI | NYC TRANSL FIN-BABS New York City Transitional Finance Authority | 1,000,000.00 | Fixed | N | 1.985 | 0.87 | 1.018 | 05/01/2017 05/01/2017 | 15,929.17 | 1,060,854.17 1,076,783.34 | 1,057,670.00 1,073,599.17 |
| 64971MS37 | MUNI | NYC TRANSL FIN-BABS New York City Transitional Finance Authority | 1,000,000.00 | Fixed | N | 1.985 | 0.87 | 1.018 | | 15,929.17 | 1,060,854.17 1,076,783.34 | 1,057,670.00 1,073,599.17 |
| | | • | | | | | | | | | | |



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| New York Life | e Global Funding | | | | | | | | | | | |
|---------------|-------------------|--|---------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|---------------------------------------|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 64952WBY8 | CORP | NEW YORK LIFE GLOBAL FDG New York Life Global Funding | 500,000.00 | Fixed | N | 4.605 | 1.954 | 1.946 | 02/11/2020 02/11/2020 | 1,354.17 | 499,907.46 501,261.63 | 500,090.0 501,444.1 |
| 64952WBY8 | CORP | NEW YORK LIFE GLOBAL FDG New York Life Global Funding | 500,000.00 | Fixed | N | 4.605 | 1.954 | 1.946 | 02/11/2020 02/11/2020 | 1,354.17 | 499,907.46 501,261.63 | 500,090.0 501,444.1 |
| New York Sta | ite Urban Develor | oment Corporation | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 650035J41 | MUNI | NY URBAN DEV-F-TXBL New York State Urban Development Corporation | 750,000.00 | Fixed | N | 1.931 | 1.07 | 1.05 | 03/15/2017 03/15/2017 | 333.33 | 748,981.70 749,315.04 | 749,280.0 749,613.3 |
| 650035J41 | MUNI | NY URBAN DEV-F-TXBL New York State Urban Development Corporation | 750,000.00 | Fixed | N | 1.931 | 1.07 | 1.05 | 03/15/2017 03/15/2017 | 333.33 | 748,981.70 749,315.04 | 749,280.0 749,613.3 |
| Royal Bank o | f Canada | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 78010UBY2 | CORP | ROYAL BANK OF CANADA Royal Bank of Canada | 1,000,000.00 | Fixed | N | 1.423 | 0.817 | 0.696 | 09/09/2016 09/09/2016 | 886.11 | 1,009,028.24 1,009,914.36 | 1,010,770.0 1,011,656.1 |
| 78008K5V1 | CORP | ROYAL BANK OF CANADA Royal Bank of Canada | 1,000,000.00 | Fixed | N | 1.025 | 0.686 | 0.793 | 04/19/2016 04/19/2016 | 12,937.50 | 1,022,847.09 1,035,784.59 | 1,021,730.0 1,034,667.5 |
| 78010UNY9 | CORP | ROYAL BANK OF CANADA Royal Bank of Canada | 1,500,000.00 | Floating | N | 0.064 | 0.565 | 0.489 | 01/23/2017 01/23/2017 | 1,663.45 | 1,500,868.80 1,502,532.25 | 1,502,925.0 1,504,588.4 |
| 78008TLB8 | CORP | ROYAL BANK OF CANADA Royal Bank of Canada | 2,000,000.00 | Fixed | N | 1.281 | 0.74 | 0.781 | 07/20/2016 07/20/2016 | 9,072.22 | 2,040,404.13 2,049,476.35 | 2,039,280.0 2,048,352.2 |
| | CORP | ROYAL BANK OF CANADA Royal Bank of Canada | 5,500,000.00 | | N | 0.932 | 0.697 | 0.689 | 08/31/2016 08/31/2016 | 24,559.28 | 5,573,148.27 5,597,707.55 | 5,574,705.0 5,599,264.2 |
| Royal Dutch S | Shell PLC | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 822582AZ5 | CORP | SHELL INTERNATIONAL FIN Royal Dutch Shell PLC | 2,000,000.00 | Fixed | N | 1.604 | 0.811 | 0.593 | 11/15/2016 11/15/2016 | 6,800.00 | 2,002,855.21 2,009,655.21 | 2,009,900.0 2,016,700.0 |
| 822582AR3 | CORP | SHELL INTERNATIONAL FIN Royal Dutch Shell PLC | 2,000,000.00 | Fixed | N | 2.349 | 1.25 | 1.00 | 08/21/2017 08/21/2017 | 2,500.00 | 1,994,148.72 1,996,648.72 | 2,005,880.0 2,008,380.0 |
| | CORP | SHELL INTERNATIONAL FIN Royal Dutch Shell PLC | 4,000,000.00 | Fixed | N | 1.976 | 1.03 | 0.796 | 04/03/2017 04/03/2017 | 9,300.00 | 3,997,003.93 4,006,303.93 | 4,015,780.0 4,025,080.0 |
| Santander Dr | ive Auto Receival | bles Trust 2013-4 | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 80283HAC6 | ABS | SDART 2013-4 A3 Santander Drive Auto Receivables Trust 2013-4 | 680,676.87 | Fixed | Υ | 0.323 | 0.52 | 0.754 | 07/20/2015 12/15/2017 | 335.80 | 681,896.72 682,232.52 | 681,443.3 681,779.1 |
| 80283HAC6 | ABS | SDART 2013-4 A3 Santander Drive Auto Receivables Trust 2013-4 | 680,676.87 | Fixed | Y | 0.323 | 0.52 | 0.754 | 07/20/2015 12/15/2017 | 335.80 | 681,896.72 682,232.52 | 681,443.3 681,779.1 |
| | | | | | | | | | | | | |



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| Identifier | Security Type | Description, | Current Units | Coupon Type | Callab | Duration | Book | Yield | Effective | Accrued Balance | Book Value. | Market Value. |
|---------------|---------------|--|----------------|-------------|--------------|----------|---------------|-------|--|-------------------|-------------------------------------|--|
| racrianci | Coounty Type | Issuer Concentration | Carrent Office | Соарон туро | le | Buration | Yield | 71014 | Maturity, Final Maturity | 7 tooraca Balanco | Book Value + Accrued | Market Value + Accrue |
| 80283WAB5 | ABS | SDART 2014-2 A2A Santander Drive Auto Receivables Trust 2014-2 | 572,860.99 | Fixed | Υ | 0.27 | 0.549 | 0.877 | 07/07/2015 07/17/2017 | 137.49 | 572,848.01 572,985.49 | 572,331.6 572,469.1 |
| 80283WAB5 | ABS | SDART 2014-2 A2A Santander Drive Auto Receivables Trust 2014-2 | 572,860.99 | Fixed | Y | 0.27 | 0.549 | 0.877 | 07/07/2015 07/17/2017 | 137.49 | 572,848.01 572,985.49 | 572,331.67 572,469.16 |
| Standard Cha | artered PLC | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 85324URU9 | СР | Standard Chartered Bank Standard Chartered PLC | 3,000,000.00 | NA | N | 0.074 | 0.371 | 0.37 | 04/28/2015 04/28/2015 | 0.00 | 2,999,167.50 2,999,167.50 | 2,999,167.50 2,999,167.50 |
| 85324URU9 | СР | Standard Chartered Bank Standard Chartered PLC | 3,000,000.00 | NA | N | 0.074 | 0.371 | 0.37 | 04/28/2015 04/28/2015 | 0.00 | 2,999,167.50 2,999,167.50 | 2,999,167.50 2,999,167.50 |
| The Coca-Co | la Company | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 191216AU4 | CORP | COCA-COLA CO/THE The Coca-Cola Company | 2,000,000.00 | Fixed | N | 1.399 | 0.711 | 0.586 | 09/01/2016 09/01/2016 | 3,000.00 | 2,030,623.90 2,033,623.90 | 2,034,200.00 2,037,200.00 |
| 191216AP5 | CORP | COCA-COLA CO/THE The Coca-Cola Company | 1,000,000.00 | Fixed | N | 0.617 | 0.376 | 0.396 | 11/15/2015 11/15/2015 | 5,666.67 | 1,006,973.24 1,012,639.90 | 1,006,850.00 1,012,516.67 |
| | CORP | COCA-COLA CO/THE The Coca-Cola Company | 3,000,000.00 | Fixed | N | 1.14 | 0.60 | 0.523 | 05/27/2016 05/27/2016 | 8,666.67 | 3,037,597.14 3,046,263.80 | 3,041,050.00 3,049,716.67 |
| The Toronto-I | Dominion Bank | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 89114QAB4 | CORP | TORONTO-DOMINION BANK The Toronto-Dominion Bank | 2,000,000.00 | Fixed | N | 1.263 | 0.704 | 0.714 | 07/14/2016 07/14/2016 | 10,694.44 | 2,045,933.26 2,056,627.70 | 2,045,640.00 2,056,334.44 |
| 89114QAH1 | CORP | TORONTO-DOMINION BANK The Toronto-Dominion Bank | 2,000,000.00 | Floating | N | 0.083 | 0.624 | 0.677 | 04/30/2018 04/30/2018 | 2,726.70 | 2,011,756.02 2,014,482.72 | 2,008,500.00 2,011,226.70 |
| 89114QAQ1 | CORP | TORONTO-DOMINION BANK The Toronto-Dominion Bank | 1,250,000.00 | Fixed | N | 2.048 | 1.236 | 1.01 | 05/02/2017 05/02/2017 | 5,820.31 | 1,247,151.39 1,252,971.70 | 1,252,962.50 1,258,782.81 |
| | CORP | TORONTO-DOMINION BANK The Toronto-Dominion Bank | 5,250,000.00 | | N | 1.003 | 0.80 | 0.77 | 05/26/2017 05/26/2017 | 19,241.46 | 5,304,840.66 5,324,082.12 | 5,307,102.50 5,326,343.96 |
| Toyota Motor | Corporation | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 89233P6S0 | CORP | TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation | 2,000,000.00 | Fixed | N | 2.451 | 1.332 | 1.13 | 10/05/2017 10/05/2017 | 12,222.22 | 1,995,947.61 2,008,169.83 | 2,005,940.00 2,018,162.22 |
| 89236TBV6 | CORP | TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation | 1,750,000.00 | Floating | N | 0.003 | 0.377 | 0.397 | 09/23/2016 09/23/2016 | 159.93 | 1,750,000.00 1,750,159.93 | 1,749,492.50 1,749,652.43 |
| | CORP | TOYOTA MOTOR CREDIT CORP Toyota Motor Corporation | 3,750,000.00 | | N | 1.314 | 0.889 | 0.789 | 04/13/2017 04/13/2017 | 12,382.15 | 3,745,947.61 3,758,329.76 | 3,755,432.50 3,767,814.65 |
| | | | | | | | | | | | | |



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| J.S. Bancorp | | | | | | | | | | | | |
|----------------|-----------------|---|----------------|-------------|--------------|----------|---------------|-------|--|-----------------|-------------------------------------|--|
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 90331HMQ3 | CORP | US BANK NA CINCINNATI U.S. Bancorp | 1,000,000.00 | Fixed | Υ | 2.759 | 1.265 | 1.205 | 12/26/2017 01/26/2018 | 2,400.00 | 1,002,282.03 1,004,682.03 | 1,003,900.00 1,006,300.00 |
| 90331HMQ3 | CORP | US BANK NA CINCINNATI U.S. Bancorp | 1,000,000.00 | Fixed | Y | 2.759 | 1.265 | 1.205 | 12/26/2017 01/26/2018 | 2,400.00 | 1,002,282.03 1,004,682.03 | 1,003,900.00 1,006,300.00 |
| Wal-Mart Store | es, Inc. | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrue |
| 931142CX9 | CORP | WAL-MART STORES INC Wal-Mart Stores, Inc. | 1,000,000.00 | Fixed | N | 0.562 | 0.38 | 0.40 | 10/25/2015 10/25/2015 | 6,500.00 | 1,006,325.09 1,012,825.09 | 1,006,220.00 1,012,720.00 |
| 931142BY8 | CORP | WAL-MART STORES INC Wal-Mart Stores, Inc. | 2,000,000.00 | Fixed | N | 0.25 | 0.339 | 0.513 | 07/01/2015 07/01/2015 | 22,500.00 | 2,020,883.17 2,043,383.17 | 2,019,880.00 2,042,380.00 |
| | CORP | WAL-MART STORES INC Wal-Mart Stores, Inc. | 3,000,000.00 | Fixed | N | 0.353 | 0.353 | 0.476 | 08/08/2015 08/08/2015 | 29,000.00 | 3,027,208.27 3,056,208.27 | 3,026,100.00 3,055,100.00 |
| Westpac Bank | ing Corporation | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 961214CH4 | CORP | WESTPAC BANKING CORP Westpac Banking Corporation | 1,000,000.00 | Fixed | N | 2.092 | 1.236 | 1.149 | 05/19/2017 05/19/2017 | 4,400.00 | 999,248.21 1,003,648.21 | 1,001,060.00 1,005,460.00 |
| 961214BV4 | CORP | WESTPAC BANKING CORP Westpac Banking Corporation | 1,000,000.00 | Fixed | N | 2.307 | 1.316 | 1.172 | 08/14/2017 08/14/2017 | 2,611.11 | 1,015,930.34 1,018,541.45 | 1,019,280.00 1,021,891.11 |
| | CORP | WESTPAC BANKING CORP Westpac Banking Corporation | 2,000,000.00 | Fixed | N | 2.20 | 1.276 | 1.161 | 07/02/2017 07/02/2017 | 7,011.11 | 2,015,178.55 2,022,189.66 | 2,020,340.00 2,027,351.11 |
| Wisconsin, Sta | ate of | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| 977100AU0 | MUNI | WI ST GEN-REF-A Wisconsin, State of | 2,000,000.00 | Fixed | N | 2.831 | 1.52 | 1.44 | 05/01/2018 05/01/2018 | 42,083.33 | 2,211,820.49 2,253,903.83 | 2,216,960.00 2,259,043.33 |
| 977100AU0 | MUNI | WI ST GEN-REF-A Wisconsin, State of | 2,000,000.00 | Fixed | N | 2.831 | 1.52 | 1.44 | 05/01/2018 05/01/2018 | 42,083.33 | 2,211,820.49 2,253,903.83 | 2,216,960.00 2,259,043.33 |
| Summary | | | | | | | | | | | | |
| Identifier | Security Type | Description, Issuer Concentration | Current Units | Coupon Type | Callab le | Duration | Book Yield | Yield | Effective Maturity, Final Maturity | Accrued Balance | Book Value, Book Value + Accrued | Market Value Market Value + Accrued |
| | | | 157.361.278.32 | | | 1.56 | 0.80 | 0.699 | 12/22/2016 | 438.004.79 | 158.530.693.83 | 158.914.830.09 |

^{*} Grouped By: Issuer Concentration. * Filtered By: Description \neq "Payable" and Description \neq "Receivable". * Weighted By: Market Value + Accrued.



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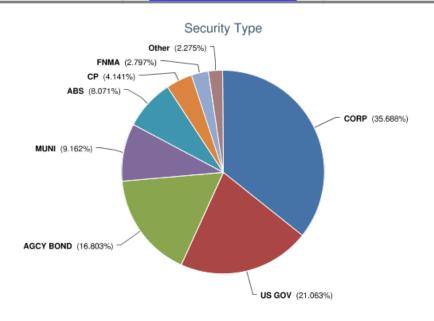


Chart calculated by: Market Value + Accrued

ABS

| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 34529UAD6 FORDO 2012-A A4 ABS | Fixed | Y | 0.391 | AAA Aaa | 1,252,260.95 | 08/20/2015 06/15/2017 | 0.50 0.472 | 640.04 | 1,255,406.89 1,256,046.93 | 1,255,551.89 1,256,191.94 |
| 80283WAB5 SDART 2014-2 A2A ABS | Fixed | Y | 0.27 | NA Aaa | 572,860.99 | 07/07/2015 07/17/2017 | 0.549 0.877 | 137.49 | 572,848.01 572,985.49 | 572,331.67 572,469.16 |
| 17305ECX1 CCCIT 2005-A9 A9 ABS | Fixed | Y | 0.625 | AAA Aaa | 1,000,000.00 | 11/20/2015 11/20/2017 | 0.543 0.634 | 18,558.33 | 1,028,888.56 1,047,446.89 | 1,028,283.00 1,046,841.33 |
| 80283HAC6 SDART 2013-4 A3 ABS | Fixed | Υ | 0.323 | AAA Aaa | 680,676.87 | 07/20/2015 12/15/2017 | 0.52 0.754 | 335.80 | 681,896.72 682,232.52 | 681,443.31 681,779.11 |
| 17305EFC4 CCCIT 2013-A3 A3 ABS | Fixed | Υ | 1.298 | AAA Aaa | 1,000,000.00 | 07/22/2016 07/23/2018 | 0.794 0.801 | 2,127.50 | 1,004,107.01 1,006,234.51 | 1,003,992.00 1,006,119.50 |
| 43813UAD2 HAROT 2012-1 A4 ABS | Fixed | Υ | 0.124 | AAA Aaa | 1,000,000.00 | 05/14/2015 04/16/2018 | 0.449 0.866 | 431.11 | 1,000,632.35 1,001,063.46 | 1,000,454.00 1,000,885.11 |
| 34530KAA1 FORDO 2014-B A2 ABS | Fixed | Y | 0.324 | NA Aaa | 695,035.68 | 07/25/2015 03/15/2017 | 0.475 0.429 | 145.19 | 695,026.35 695,171.54 | 695,119.78 695,264.96 |
| 43814GAC4 HAROT 2014-2 A3 ABS | Fixed | Υ | 1.43 | AAA Aaa | 1,000,000.00 | 09/10/2016 03/19/2018 | 0.777 0.803 | 278.06 | 999,924.58 1,000,202.63 | 999,527.00 999,805.06 |



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As of 03/31/2015 Return to Table of Contents Dated: 04/16/2015

| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 14041NEK3 COMET 2013-A1 A1 ABS | Fixed | Υ | 0.787 | AAA NR | 2,000,000.00 | 01/15/2016 11/15/2018 | 0.61 0.666 | 560.00 | 2,000,328.83 2,000,888.83 | 1,999,412.00 1,999,972.00 |
| 161571FL3 CHAIT 2012-A5 A5 ABS | Fixed | Υ | 0.374 | AAA NR | 2,000,000.00 | 08/15/2015 08/15/2017 | 0.451 0.454 | 524.44 | 2,001,036.21 2,001,560.65 | 2,000,986.00 2,001,510.44 |
| 161571FR0 CHAIT 2012-A8 A8 ABS | Fixed | Υ | 0.539 | AAA NR | 1,600,000.00 | 10/15/2015 10/16/2017 | 0.50 0.536 | 384.00 | 1,600,348.65 1,600,732.65 | 1,600,016.00 1,600,400.00 |
| ABS | Fixed | Y | 0.606 | AAA Aaa | 12,800,834.49 | 11/09/2015 01/02/2018 | 0.555 0.633 | 24,121.96 | 12,840,444.15 12,864,566.11 | 12,837,116.65 12,861,238.61 |

AGCY BOND

| AGCY BOND | | | | | | | | | | |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 3135G0WJ8 FANNIE MAE AGCY BOND | Fixed | N | 3.079 | AA+ Aaa | 3,000,000.00 | 05/21/2018 05/21/2018 | 1.356 0.952 | 9,479.17 | 2,955,781.33 2,965,260.50 | 2,992,860.00 3,002,339.17 |
| 313375RN9 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 0.94 | AA+ Aaa | 3,000,000.00 | 03/11/2016 03/11/2016 | 0.419 0.395 | 1,666.67 | 3,016,380.77 3,018,047.43 | 3,017,100.00 3,018,766.67 |
| 3133EDXA5 FEDERAL FARM CREDIT BANK AGCY BOND | Fixed | N | 2.472 | AA+ Aaa | 610,000.00 | 10/10/2017 10/10/2017 | 0.999 0.867 | 3,332.12 | 612,289.54 615,621.67 | 614,306.60 617,638.72 |
| 3130A22P0 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 1.175 | AA+ Aaa | 3,000,000.00 | 06/06/2016 06/06/2016 | 0.51 0.481 | 3,833.33 | 2,996,125.91 2,999,959.24 | 2,997,150.00 3,000,983.33 |
| 31359MEL3 FANNIE MAE AGCY BOND | Fixed | N | 2.157 | AA+ Aaa | 2,000,000.00 | 06/01/2017 06/01/2017 | 1.047 0.743 | 0.00 | 1,955,275.07 1,955,275.07 | 1,968,080.00 1,968,080.00 |
| 3130A3HF4 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 2.631 | AA+ Aaa | 1,000,000.00 | 12/08/2017 12/08/2017 | 1.133 0.902 | 4,406.25 | 999,776.85 1,004,183.10 | 1,005,890.00 1,010,296.25 |
| 3137EADL0 FREDDIE MAC AGCY BOND | Fixed | N | 2.459 | AA+ Aaa | 1,500,000.00 | 09/29/2017 09/29/2017 | 1.034 0.874 | 83.33 | 1,498,734.08 1,498,817.42 | 1,504,650.00 1,504,733.33 |
| 313379EE5 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 4.035 | AA+ Aaa | 1,500,000.00 | 06/14/2019 06/14/2019 | 1.486 1.317 | 7,244.79 | 1,508,486.50 1,515,731.30 | 1,518,810.00 1,526,054.79 |
| 3130A3UR3 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 1.748 | AA+ Aaa | 2,500,000.00 | 01/06/2017 01/06/2017 | 0.706 0.534 | 4,427.08 | 2,501,929.05 2,506,356.14 | 2,509,450.00 2,513,877.08 |
| 313371PV2 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 1.66 | AA+ Aaa | 2,000,000.00 | 12/09/2016 12/09/2016 | 0.683 0.602 | 10,111.11 | 2,031,594.36 2,041,705.47 | 2,034,320.00 2,044,431.11 |
| 3135G0PP2 FANNIE MAE AGCY BOND | Fixed | Υ | 2.45 | AA+ Aaa | 2,000,000.00 | 09/20/2017 09/20/2017 | 1.139 0.852 | 611.11 | 1,993,248.36 1,993,859.48 | 2,007,220.00 2,007,831.11 |
| 3134G4S33 FREDDIE MAC AGCY BOND | Fixed | Υ | 0.411 | AA+ Aaa | 1,550,000.00 | 01/15/2016 01/15/2016 | 0.40 0.419 | 1,308.89 | 1,550,000.00 1,551,308.89 | 1,549,767.50 1,551,076.39 |
| 3135G0VA8 FANNIE MAE AGCY BOND | Fixed | N | 0.994 | AA+ Aaa | 2,000,000.00 | 03/30/2016 03/30/2016 | 0.424 0.321 | 27.78 | 2,001,505.27 2,001,533.05 | 2,003,560.00 2,003,587.78 |
| 3130A4GJ5 FEDERAL HOME LOAN BANK AGCY BOND | Fixed | N | 3.005 | AA+ NA | 1,000,000.00 | 04/25/2018 04/25/2018 | 1.14 0.959 | 1,062.50 | 999,551.43 1,000,613.93 | 1,005,000.00 1,006,062.50 |



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| Security Type | Market Value, Value + Accrued 26,728,164.10 26,775,758.24 Market Value, Value + Accrued -0.00 -0.00 -0.00 |
|--|--|
| Aaa 04/03/2017 0.682 26,668,272.67 CASH CASH Identifier, Description, Security Type CCYUSD Cash Cash Fixed N 0.00 AAA Aaa 0.00 03/31/2015 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0 | Market Value, Value + Accrued -0.00 -0.00 -0.00 |
| Identifier; Description, Security Type CCYUSD CASH CCYUSD CASH Fixed N O O O AAA Aaa O O O O AAA Aaa O O O O O O O O O O O O | -0.00 -0.00 |
| Rating Maturity Yield Book Value + Accrued Market | -0.00 -0.00 |
| CCYUSD Fixed N 0.00 AAA Aaa -0.00 03/31/2015 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0 | -0.00 |
| Cash Aaa 03/31/2015 0.00 -0.00 | -0.00 -0.00 |
| | |
| CORP | |
| ldentifier, Coupon Type Callable Duration S&P Current Units Effective Book Yield, Accrued Balance Book Value, Description, Rating, Maturity, Yield Book Value + Accrued Market Security Type Moodys Final Maturity | Market Value, Value + Accrued |
| 30231GAL6 Fixed N 2.867 AAA 1,000,000.00 03/06/2018 1.305 906.25 1,000,000.00 EXXON MOBIL CORPORATION Aaa 03/06/2018 1.105 1,000,906.25 CORP | 1,005,760.00 1,006,666.25 |
| 594918AS3 Fixed N 3.016 AAA 1,000,000.00 05/01/2018 1.45 4,166.67 986,484.44 MICROSOFT CORP Aaa 05/01/2018 1.039 990,651.11 CORP | 998,830.00 1,002,996.67 |
| 30231GAA0 Fixed N 1.935 AAA 1,000,000.00 03/15/2017 0.921 409.33 1,000,000.00 EXXON MOBIL CORPORATION Aaa 03/15/2017 0.75 1,000,409.33 CORP | 1,003,320.00 1,003,729.33 |
| 478160AQ7 Fixed Y 2.239 AAA 2,000,000.00 08/15/2017 1.066 14,183.33 2,209,808.11 JOHNSON & JOHNSON | 2,218,540.00 2,232,723.33 |
| 64952WBY8 Fixed N 4.605 AA+ 500,000.00 02/11/2020 1.954 1,354.17 499,907.46 NEW YORK LIFE GLOBAL FDG 02/11/2020 1.946 501,261.63 CORP | 500,090.00 501,444.17 |
| 822582AZ5 Fixed N 1.604 AA 2,000,000.00 11/15/2016 0.811 6,800.00 2,002,855.21 SHELL INTERNATIONAL FIN Aa1 11/15/2016 0.593 2,009,655.21 CORP | 2,009,900.00 2,016,700.00 |
| 89114QAB4 Fixed N 1.263 AA- 2,000,000.00 07/14/2016 0.704 10,694.44 2,045,933.26 TORONTO-DOMINION BANK Aa1 07/14/2016 0.714 2,056,627.70 CORP | 2,045,640.00 2,056,334.44 |
| 89114QAH1 Floating N 0.083 AA- 2,000,000.00 04/30/2018 0.624 2,726.70 2,011,756.02 TORPONTO-DOMINION BANK A1 04/30/2018 0.677 2,014,482.72 CORP | 2,008,500.00 2,011,226.70 |
| 037833AP5 Floating N 0.10 AA+ 2,000,000.00 05/06/2019 0.511 1,665.30 2,004,219.35 APPLE INC Aa1 05/06/2019 0.454 2,005,884.65 CORP | 2,008,820.00 2,010,485.30 |
| 822582AR3 Fixed N 2.349 AA 2,000,000.00 08/21/2017 1.25 2,500.00 1,994,148.72 SHELL INTERNATIONAL FIN 08/21/2017 1.00 1,996,648.72 CORP | 2,005,880.00 2,008,380.00 |
| 037833AH3 Fixed N 1.083 AA+ 1,700,000.00 05/03/2016 0.503 3,145.00 1,699,024.78 APPLE INC A1 05/03/2016 0.43 1,702,169.78 CORP | 1,700,374.00 1,703,519.00 |
| 037833AH3 Fixed N 1.083 AA+ 1,250,000.00 05/03/2016 0.526 2,312.50 1,248,971.63 APPLE INC A1 05/03/2016 0.43 1,251,284.13 CORP | 1,250,275.00 1,252,587.50 |
| 89114QAQ1 Fixed N 2.048 AA- 1,250,000.00 05/02/2017 1.236 5,820.31 1,247,151.39 TORONTO-DOMINION BANK CORP 80114QAQ1 Fixed N 2.048 AA- 1,250,000.00 05/02/2017 1.236 5,820.31 1,247,151.39 1,252,971.70 | 1,252,962.50 1,258,782.81 |



Security Type GASB 40 Trade Date As of 03/31/2015

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|---|-------------|----------|----------|------------------------------------|--------------------|--|----------------------|-----------------|-------------------------------------|---|
| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 931142CX9 WAL-MART STORES INC CORP | Fixed | N | 0.562 | | 1,000,000.00 | 10/25/2015 10/25/2015 | 0.38 0.40 | 6,500.00 | 1,006,325.09 1,012,825.09 | 1,006,220.00 1,012,720.00 |
| 084664BS9 BERKSHIRE HATHAWAY FIN CORP | Fixed | N | 2.074 | AA Aa2 | 1,000,000.00 | 05/15/2017 05/15/2017 | 1.024 0.884 | 6,044.44 | 1,012,050.67 1,018,095.12 | 1,015,020.00 1,021,064.44 |
| 084664BS9 BERKSHIRE HATHAWAY FIN CORP | Fixed | N | 2.074 | AA Aa2 | 1,000,000.00 | 05/15/2017 05/15/2017 | 1.12 0.884 | 6,044.44 | 1,010,031.76 1,016,076.20 | 1,015,020.00 1,021,064.44 |
| 961214CH4 WESTPAC BANKING CORP CORP | Fixed | N | 2.092 | AA- Aa2 | 1,000,000.00 | 05/19/2017 05/19/2017 | 1.236 1.149 | 4,400.00 | 999,248.21 1,003,648.21 | 1,001,060.00 1,005,460.00 |
| 084664BX8 BERKSHIRE HATHAWAY FIN CORP | Fixed | N | 1.361 | AA Aa2 | 1,000,000.00 | 08/15/2016 08/15/2016 | 0.657 0.622 | 1,213.89 | 1,004,006.03 1,005,219.92 | 1,004,470.00 1,005,683.89 |
| 084664CA7 BERKSHIRE HATHAWAY FIN CORP | Floating | N | 0.028 | AA Aa2 | 788,000.00 | 01/10/2017 01/10/2017 | 0.396 0.399 | 695.32 | 788,176.36 788,871.68 | 788,133.96 788,829.28 |
| 084670BD9 BERKSHIRE HATHAWAY INC CORP | Fixed | N | 1.798 | AA Aa2 | 1,000,000.00 | 01/31/2017 01/31/2017 | 0.871 0.807 | 3,219.44 | 1,018,678.96 1,021,898.40 | 1,019,850.00 1,023,069.44 |
| 961214BV4 WESTPAC BANKING CORP CORP | Fixed | N | 2.307 | AA- Aa2 | 1,000,000.00 | 08/14/2017 08/14/2017 | 1.316 1.172 | 2,611.11 | 1,015,930.34 1,018,541.45 | 1,019,280.00 1,021,891.11 |
| 084664BY6 BERKSHIRE HATHAWAY FIN CORP | Fixed | N | 3.252 | AA Aa2 | 1,000,000.00 | 08/15/2018 08/15/2018 | 1.632 1.227 | 2,555.56 | 1,012,040.20 1,014,595.76 | 1,025,460.00 1,028,015.56 |
| 05253JAF8 AUST & NZ BANKING GRP NY CORP | Fixed | N | 2.157 | AA- Aa2 | 2,000,000.00 | 06/13/2017 06/13/2017 | 1.256 1.089 | 7,500.00 | 1,999,734.66 2,007,234.66 | 2,006,960.00 2,014,460.00 |
| 931142BY8 WAL-MART STORES INC CORP | Fixed | N | 0.25 | AA Aa2 | 2,000,000.00 | 07/01/2015 07/01/2015 | 0.339 0.513 | 22,500.00 | 2,020,883.17 2,043,383.17 | 2,019,880.00 2,042,380.00 |
| 90331HMQ3 US BANK NA CINCINNATI CORP | Fixed | Υ | 2.759 | AA- Aa3 | 1,000,000.00 | 12/26/2017 01/26/2018 | 1.265 1.205 | 2,400.00 | 1,002,282.03 1,004,682.03 | 1,003,900.00 1,006,300.00 |
| 89233P6S0 TOYOTA MOTOR CREDIT CORP CORP | Fixed | N | 2.451 | AA- Aa3 | 2,000,000.00 | 10/05/2017 10/05/2017 | 1.332 1.13 | 12,222.22 | 1,995,947.61 2,008,169.83 | 2,005,940.00 2,018,162.22 |
| 369604BE2 GENERAL ELECTRIC CO CORP | Fixed | N | 0.519 | AA+ Aa3 | 2,000,000.00 | 10/09/2015 10/09/2015 | 0.379 0.246 | 8,122.22 | 2,004,906.14 2,013,028.36 | 2,006,300.00 2,014,422.22 |
| 459200GJ4 IBM CORP CORP | Fixed | Υ | 2.313 | AA- Aa3 | 2,000,000.00 | 09/14/2017 09/14/2017 | 1.30 1.108 | 5,383.33 | 2,211,599.72 2,216,983.05 | 2,221,620.00 2,227,003.33 |
| 78010UBY2 ROYAL BANK OF CANADA CORP | Fixed | N | 1.423 | AA- Aa3 | 1,000,000.00 | 09/09/2016 09/09/2016 | 0.817 0.696 | 886.11 | 1,009,028.24 1,009,914.36 | 1,010,770.00 1,011,656.11 |
| 191216AU4 COCA-COLA CO/THE CORP | Fixed | N | 1.399 | AA Aa3 | 2,000,000.00 | 09/01/2016 09/01/2016 | 0.711 0.586 | 3,000.00 | 2,030,623.90 2,033,623.90 | 2,034,200.00 2,037,200.00 |
| 459200HZ7 IBM CORP CORP | Fixed | N | 2.789 | AA- Aa3 | 2,000,000.00 | 02/06/2018 02/06/2018 | 1.229 1.213 | 3,437.50 | 1,994,198.69 1,997,636.19 | 1,995,060.00 1,998,497.50 |
| 369604BC6 GENERAL ELECTRIC CO CORP | Fixed | N | 2.491 | AA+ Aa3 | 1,000,000.00 | 12/06/2017 12/06/2017 | 1.43 1.294 | 16,770.83 | 1,100,122.00 1,116,892.83 | 1,103,880.00 1,120,650.83 |
| 78008K5V1 ROYAL BANK OF CANADA CORP | Fixed | N | 1.025 | AA- Aa3 | 1,000,000.00 | 04/19/2016 04/19/2016 | 0.686 0.793 | 12,937.50 | 1,022,847.09 1,035,784.59 | 1,021,730.00 1,034,667.50 |
| 191216AP5 COCA-COLA CO/THE CORP | Fixed | N | 0.617 | AA Aa3 | 1,000,000.00 | 11/15/2015 11/15/2015 | 0.376 0.396 | 5,666.67 | 1,006,973.24 1,012,639.90 | 1,006,850.00 1,012,516.67 |
| | | | | | | | | | | |



VML (40529)

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|---|-------------|---------------|--------|--|--|----------------------|-----------------|-------------------------------------|---|
| Identifier, Description, Security Type | Coupon Type | Callable Dura | F N | S&P Current Units Rating, Moodys Rating | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 459200GX3 IBM CORP CORP | Fixed | N | .29 A | <u> </u> | 07/22/2016 07/22/2016 | 0.673 0.554 | 3,737.50 | 1,016,610.79 1,020,348.29 | 1,018,170.00 1,021,907.50 |
| 36962G6M1 GENERAL ELEC CAP CORP CORP | Fixed | N 0. | 691 A | AA+ 1,000,000.00 Aa3 | 12/11/2015 12/11/2015 | 0.494 0.422 | 3,055.56 | 1,003,504.07 1,006,559.62 | 1,004,000.00 1,007,055.56 |
| 36962G6M1 GENERAL ELEC CAP CORP CORP | Fixed | N 0. | 691 A | AA+ 1,000,000.00 Aa3 | 12/11/2015 12/11/2015 | 0.473 0.422 | 3,055.56 | 1,003,652.91 1,006,708.47 | 1,004,000.00 1,007,055.56 |
| 78010UNY9 ROYAL BANK OF CANADA CORP | Floating | N 0. | 064 A | AA- Aa3 1,500,000.00 | 01/23/2017 01/23/2017 | 0.565 0.489 | 1,663.45 | 1,500,868.80 1,502,532.25 | 1,502,925.00 1,504,588.45 |
| 78008TLB8 ROYAL BANK OF CANADA CORP | Fixed | N 1. | 281 A | AA- Aa3 2,000,000.00 | 07/20/2016 07/20/2016 | 0.74 0.781 | 9,072.22 | 2,040,404.13 2,049,476.35 | 2,039,280.00 2,048,352.22 |
| 89236TBV6 TOYOTA MOTOR CREDIT CORP CORP | Floating | N 0. | 003 N | NA 1,750,000.00 Aa3 | 09/23/2016 09/23/2016 | 0.377 0.397 | 159.93 | 1,750,000.00 1,750,159.93 | 1,749,492.50 1,749,652.43 |
| CORP | | 1. | 517 A | AA 55,738,000.00 Aa2 | 03/02/2017 03/03/2017 | 0.873 0.775 | 211,538.82 | 56,530,935.18 56,742,474.00 | 56,658,362.96 56,869,901.78 |
| CP | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable Dura | ٨ | S&P Current Units Rating, Moodys Rating | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 85324URU9 Standard Chartered Bank CP | NA | N 0. | 074 A | A-1 3,000,000.00 P-1 | 04/28/2015 04/28/2015 | 0.371 0.37 | 0.00 | 2,999,167.50 2,999,167.50 | 2,999,167.50 2,999,167.50 |
| 07644BRE4 Bedford Row Funding Corp. CP | NA | N 0. | 036 A | A-1+ P-1 3,000,000.00 | 04/14/2015 04/14/2015 | 0.26 0.26 | 0.00 | 2,999,718.33 2,999,718.33 | 2,999,718.33 2,999,718.33 |
| 45779QS64 INSTITUTIONAL SECURED FUNDING (JERSEY) LTD CP | NA | N 0. | 096 A | A-1 P-1 600,000.00 | 05/06/2015 05/06/2015 | 0.30 0.30 | 0.00 | 599,825.00 599,825.00 | 599,825.00 599,825.00 |
| CP | NA | N 0. | 058 A | AA- P-1 6,600,000.00 | 04/22/2015 04/22/2015 | 0.314 0.314 | 0.00 | 6,598,710.83 6,598,710.83 | 6,598,710.83 6,598,710.83 |
| FHLMC CMO | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable Dura | ٨ | S&P Current Units Rating, Moodys Rating | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 3137AEV77 FHMS K703 A2 FHLMC CMO | Fixed | Y 2. | 954 A | | 04/25/2018 05/25/2018 | 1.618 1.232 | 2,249.17 | 1,030,677.08 1,032,926.25 | 1,042,348.00 1,044,597.17 |
| 3137B03W2 FHMS K502 A2 FHLMC CMO | Fixed | Υ 1. | 948 A | AA+ 1,000,000.00 Aaa | 03/24/2017 08/25/2017 | 1.199 0.836 | 1,188.33 | 1,005,211.67 1,006,400.00 | 1,010,614.00 1,011,802.33 |
| FHLMC CMO | Fixed | Y 2. | 459 A | AA+ 2,000,000.00 Aaa | 10/12/2017 01/11/2018 | 1.412 1.037 | 3,437.50 | 2,035,888.75 2,039,326.25 | 2,052,962.00 2,056,399.50 |

FNMA



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| As of 03/31/2015 Retu | turn to Table of Contents | Dated: 04/16/2015 |
|-----------------------|---------------------------|-------------------|
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| Identifier, Description, Security Type | Coupon Type | Callable E | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|---|-------------|------------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 3136AJDN3 FNA 2014-M2 ASQ2 FNMA | Fixed | N | 0.38 | AA+ Aaa | 607,816.50 | 08/12/2015 09/25/2015 | 0.469 0.386 | 242.11 | 607,644.83 607,886.95 | 607,829.26 608,071.38 |
| 3136AJKZ8 FNA 2014-M3 ASQ2 FNMA | Fixed | N | 0.682 | AA+ Aaa | 1,383,983.96 | 12/06/2015 03/25/2016 | 0.558 0.521 | 643.55 | 1,383,979.15 1,384,622.70 | 1,383,798.51 1,384,442.06 |
| 31381PBX5 FN 466354 FNMA | Fixed | N | 2.132 | AA+ Aaa | 1,437,682.32 | 06/01/2017 06/01/2017 | 1.12 1.16 | 3,280.71 | 1,483,492.99 1,486,773.70 | 1,482,724.91 1,486,005.62 |
| 31381TCE8 FN 469969 FNMA | Fixed | N | 3.447 | AA+ Aaa | 942,674.20 | 11/03/2018 12/01/2018 | 1.767 1.536 | 2,078.07 | 967,646.35 969,724.42 | 976,186.27 978,264.34 |
| FNMA | Fixed | N | 1.731 | AA+ Aaa | 4,372,156.98 | 01/08/2017 02/23/2017 | 0.999 0.938 | 6,244.45 | 4,442,763.32 4,449,007.77 | 4,450,538.95 4,456,783.40 |
| INTL GOV | | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable E | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 459058DS9 INTL BK RECON & DEVELOP INTL GOV | Fixed | N | 1.522 | AAA Aaa | 1,500,000.00 | 10/14/2016 10/14/2016 | 0.69 0.632 | 4,348.96 | 1,498,514.35 1,502,863.31 | 1,499,850.00 1,504,198.96 |
| 459058DS9 INTL BK RECON & DEVELOP INTL GOV | Fixed | N | 1.522 | AAA Aaa | 1,500,000.00 | 10/14/2016 10/14/2016 | 0.69 0.632 | 4,348.96 | 1,498,514.35 1,502,863.31 | 1,499,850.00 1,504,198.96 |
| MMFUND | | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable E | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 316175108 FIDELITY GOVERNMENT PORT-I MMFUND | Fixed | N | 0.00 | AAAm Aaa | 65,286.85 | 03/31/2015 03/31/2015 | 0.01 0.01 | 0.00 | 65,286.85 65,286.85 | 65,286.85 65,286.85 |
| 316175108 FIDELITY GOVERNMENT PORT-I MMFUND | Fixed | N | 0.00 | AAAm Aaa | 65,286.85 | 03/31/2015 03/31/2015 | 0.01 0.01 | 0.00 | 65,286.85 65,286.85 | 65,286.85 65,286.85 |
| MUNI | | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable E | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
| 373384T48 GEORGIA ST-B-TXBL MUNI | Fixed | N | 1.81 | AAA Aaa | 2,000,000.00 | 02/01/2017 02/01/2017 | 0.98 0.915 | 3,266.67 | 2,000,000.00 2,003,266.67 | 2,002,340.00 2,005,606.67 |
| 574193JA7 MARYLAND ST-B-TXBL MUNI | Fixed | N | 1.898 | AAA Aaa | 1,500,000.00 | 03/01/2017 03/01/2017 | 0.70 0.859 | 875.00 | 1,500,000.00 1,500,875.00 | 1,495,485.00 1,496,360.00 |
| 303891YE9 FAIRFAX CO WTR-B-TXBL MUNI | Fixed | N | 1.966 | AAA Aaa | 1,500,000.00 | 04/01/2017 04/01/2017 | 1.07 0.931 | 7,612.50 | 1,498,366.01 1,505,978.51 | 1,502,505.00 1,510,117.50 |
| 64971MS37 NYC TRANSL FIN-BABS MUNI | Fixed | N | 1.985 | AAA Aa1 | 1,000,000.00 | 05/01/2017 05/01/2017 | 0.87 1.018 | 15,929.17 | 1,060,854.17 1,076,783.34 | 1,057,670.00 1,073,599.17 |



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| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 64990EUD7 NY DORM AUTH-B-UNREF MUNI | Fixed | N | 1.852 | AAA Aa1 | 1,000,000.00 | 02/15/2017 02/15/2017 | 0.947 0.82 | 1,069.50 | 997,959.69 999,029.19 | 1,000,310.00 1,001,379.50 |
| 650035J41 NY URBAN DEV-F-TXBL MUNI | Fixed | N | 1.931 | AAA Aa1 | 750,000.00 | 03/15/2017 03/15/2017 | 1.07 1.05 | 333.33 | 748,981.70 749,315.04 | 749,280.00 749,613.33 |
| 57582RAN6 MASSACHUSETTS ST MUNI | Fixed | N | 3.461 | AA+ Aa1 | 1,500,000.00 | 11/01/2018 11/01/2018 | 1.36 1.492 | 8,866.67 | 1,502,079.04 1,510,945.71 | 1,495,215.00 1,504,081.67 |
| 605581FX0 MISSISSIPPI ST-B-TXBL MUNI | Fixed | N | 2.456 | AA Aa2 | 1,000,000.00 | 10/01/2017 10/01/2017 | 1.09 1.14 | 1,301.94 | 1,000,000.00 1,001,301.94 | 998,780.00 1,000,081.94 |
| 20772JWS7 CONNECTICUT ST-A-TXBL MUNI | Fixed | N | 0.416 | AA Aa3 | 1,500,000.00 | 09/01/2015 09/01/2015 | 0.25 0.365 | 312.50 | 1,500,000.00 1,500,312.50 | 1,499,280.00 1,499,592.50 |
| 977100AU0 WI ST GEN-REF-A MUNI | Fixed | N | 2.831 | AA Aa3 | 2,000,000.00 | 05/01/2018 05/01/2018 | 1.52 1.44 | 42,083.33 | 2,211,820.49 2,253,903.83 | 2,216,960.00 2,259,043.33 |
| 938429M38 WASHINGTON SD #48J MUNI | Fixed | N | 2.214 | AA- Aa3 | 500,000.00 | 06/30/2017 06/30/2017 | 1.092 1.13 | 530.83 | 500,000.00 500,530.83 | 499,580.00 500,110.83 |
| MUNI | Fixed | N | 2.10 | AA+ Aa2 | 14,250,000.00 | 06/04/2017 06/04/2017 | 1.014 1.026 | 82,181.44 | 14,520,061.11 14,602,242.55 | 14,517,405.00 14,599,586.44 |

US GOV

| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 912828VR8 US TREASURY N/B US GOV | Fixed | N | 1.371 | AA+ Aaa | 2,000,000.00 | 08/15/2016 08/15/2016 | 0.547 0.409 | 1,553.87 | 2,002,125.91 2,003,679.77 | 2,005,940.00 2,007,493.87 |
| 912828VW7 US TREASURY N/B US GOV | Fixed | N | 1.447 | AA+ Aaa | 2,200,000.00 | 09/15/2016 09/15/2016 | 0.60 0.433 | 889.27 | 2,208,738.52 2,209,627.79 | 2,214,102.00 2,214,991.27 |
| 912828C73 US TREASURY N/B US GOV | Fixed | N | 2.014 | AA+ Aaa | 3,000,000.00 | 04/15/2017 04/15/2017 | 0.855 0.586 | 12,115.38 | 3,001,219.51 3,013,334.89 | 3,017,580.00 3,029,695.38 |
| 912828WH9 US TREASURY N/B US GOV | Fixed | N | 2.096 | AA+ Aaa | 2,750,000.00 | 05/15/2017 05/15/2017 | 0.813 0.608 | 9,106.53 | 2,753,588.94 2,762,695.47 | 2,765,482.50 2,774,589.03 |
| 912828WQ9 US TREASURY N/B US GOV | Fixed | N | 1.245 | AA+ Aaa | 2,000,000.00 | 06/30/2016 06/30/2016 | 0.486 0.368 | 2,513.81 | 2,000,343.45 2,002,857.26 | 2,003,280.00 2,005,793.81 |
| 912828WA4 US TREASURY N/B US GOV | Fixed | N | 1.528 | AA+ Aaa | 1,500,000.00 | 10/15/2016 10/15/2016 | 0.616 0.452 | 4,326.92 | 1,500,204.38 1,504,531.30 | 1,503,990.00 1,508,316.92 |
| 912828D80 US TREASURY N/B US GOV | Fixed | N | 4.247 | AA+ Aaa | 1,000,000.00 | 08/31/2019 08/31/2019 | 1.789 1.284 | 1,413.04 | 993,062.11 994,475.16 | 1,014,610.00 1,016,023.04 |
| 912828D80 US TREASURY N/B US GOV | Fixed | N | 4.247 | AA+ Aaa | 875,000.00 | 08/31/2019 08/31/2019 | 1.758 1.284 | 1,236.41 | 870,094.23 871,330.64 | 887,783.75 889,020.16 |
| 912828UM0 US TREASURY N/B US GOV | Fixed | N | 0.876 | AA+ Aaa | 2,000,000.00 | 02/15/2016 02/15/2016 | 0.368 0.259 | 932.32 | 2,000,124.19 2,001,056.51 | 2,002,040.00 2,002,972.32 |
| 912828VG2 US TREASURY N/B US GOV | Fixed | N | 1.203 | AA+ Aaa | 1,500,000.00 | 06/15/2016 06/15/2016 | 0.461 0.364 | 2,204.67 | 1,500,697.43 1,502,902.10 | 1,502,460.00 1,504,664.67 |



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| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys Rating | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|----------|------------------------------------|---------------|--|----------------------|-----------------|-------------------------------------|---|
| 912828C81 US TREASURY N/B US GOV | Fixed | N | 1.078 | AA+ Aaa | 1,350,000.00 | 04/30/2016 04/30/2016 | 0.416 0.324 | 2,125.69 | 1,349,399.21 1,351,524.90 | 1,350,742.50 1,352,868.19 |
| 912828WM8 US TREASURY N/B US GOV | Fixed | N | 1.163 | AA+ Aaa | 2,000,000.00 | 05/31/2016 05/31/2016 | 0.487 0.348 | 2,513.74 | 1,997,408.25 1,999,921.99 | 2,000,620.00 2,003,133.74 |
| 912828G20 US TREASURY N/B US GOV | Fixed | N | 2.582 | AA+ Aaa | 1,200,000.00 | 11/15/2017 11/15/2017 | 1.04 0.772 | 3,973.76 | 1,194,887.56 1,198,861.31 | 1,203,192.00 1,207,165.76 |
| 912828RX0 US TREASURY N/B US GOV | Fixed | N | 1.734 | AA+ Aaa | 1,000,000.00 | 12/31/2016 12/31/2016 | 0.728 0.485 | 2,199.59 | 1,002,541.64 1,004,741.23 | 1,006,800.00 1,008,999.59 |
| 912828UW8 US TREASURY N/B US GOV | Fixed | N | 1.038 | AA+ Aaa | 1,000,000.00 | 04/15/2016 04/15/2016 | 0.363 0.303 | 1,153.85 | 998,827.12 999,980.97 | 999,450.00 1,000,603.85 |
| 912828C40 US TREASURY N/B US GOV | Fixed | N | 0.998 | AA+ Aaa | 2,000,000.00 | 03/31/2016 03/31/2016 | 0.389 0.281 | 20.49 | 1,999,725.95 1,999,746.44 | 2,001,880.00 2,001,900.49 |
| 912828SC5 US TREASURY N/B US GOV | Fixed | N | 1.819 | AA+ Aaa | 1,500,000.00 | 01/31/2017 01/31/2017 | 0.689 0.516 | 2,175.41 | 1,505,063.04 1,507,238.45 | 1,509,840.00 1,512,015.41 |
| 912828VL1 US TREASURY N/B US GOV | Fixed | N | 1.286 | AA+ Aaa | 2,000,000.00 | 07/15/2016 07/15/2016 | 0.572 0.388 | 2,624.31 | 2,001,370.90 2,003,995.21 | 2,006,100.00 2,008,724.31 |
| 912828WP1 US TREASURY N/B US GOV | Fixed | N | 2.18 | AA+ Aaa | 2,000,000.00 | 06/15/2017 06/15/2017 | 0.919 0.636 | 5,144.23 | 1,998,067.59 2,003,211.82 | 2,010,460.00 2,015,604.23 |
| 912828A67 US TREASURY N/B US GOV | Fixed | N | 0.75 | AA+ Aaa | 500,000.00 | 12/31/2015 12/31/2015 | 0.271 0.229 | 314.23 | 499,920.82 500,235.05 | 500,080.00 500,394.23 |
| US TREASURY N/B US GOV | Fixed | N | 1.672 | AA+ Aaa | 33,375,000.00 | 12/10/2016 12/10/2016 | 0.68 0.493 | 58,537.52 | 33,377,410.76 33,435,948.27 | 33,506,432.75 33,564,970.27 |
| Summary | | | | | | | | | | |
| Identifier, Description, Security Type | Coupon Type | Callable | Duration | S&P Rating, Moodys | Current Units | Effective Maturity, Final Maturity | Book Yield, Yield | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |

| Identifier, Description, Security Type | Coupon Type | Callable | Duration S&P Rating, Moodys Rating | Current Units Effect Matun Final I | Accrued Balance | Book Value, Book Value + Accrued | Market Value, Market Value + Accrued |
|--|-------------|----------|---|--|-----------------|-------------------------------------|---|
| = | | | 1.56 AA Aa1 | 157,361,278.32 12/22/ 02/26/ | 438,004.79 | 158,530,693.83 158,968,698.62 | 158,914,830.09 159,352,834.87 |

^{*} Grouped By: Security Type. * Groups Sorted By: Security Type. * Filtered By: Description # "Payable" and Description # "Receivable". * Weighted By: Market Value + Accrued.

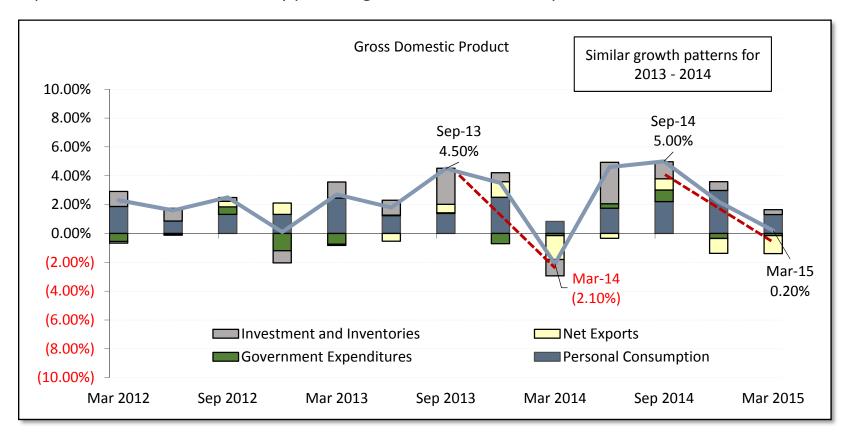


Economic Update, Performance and Yield Curve Analysis

1st Quarter 2015

GDP Slows to Lowest Growth in a Year

- GDP continued the decline in growth in the 1st quarter of 2015 with a 0.20% growth rate, the lowest reading since March of 2014.
- Lower growth from the consumer and business expenditures, along with a considerable decline in net exports, contributed to the barely positive growth rate for the 1st quarter.

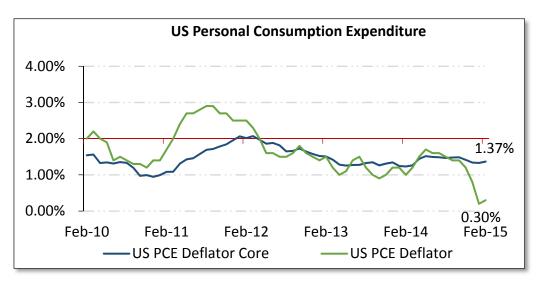


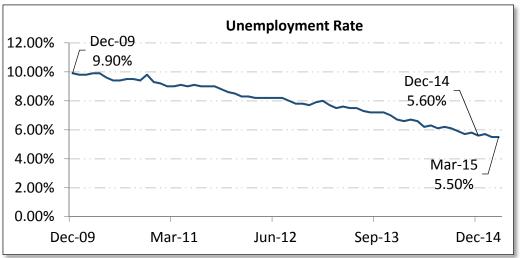
Source: Bloomberg - The charts above represent data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.



U.S. Inflation and Unemployment

- Inflation as measured by the Personal Consumptions Expenditure Index remains persistently low and has not reached the Fed's goal of 2.0% year over year increases in more than three years.
- The Consumer Price Index also remains low and had a reading of -0.1% year over year in March 2015.
- Unemployment continued to decline during 2014 and into 2015 ending the year at 5.6% and is currently at 5.5%.
- There are still concerns of underemployment, which remains elevated, and the labor force participation rate which is near 30 year lows.





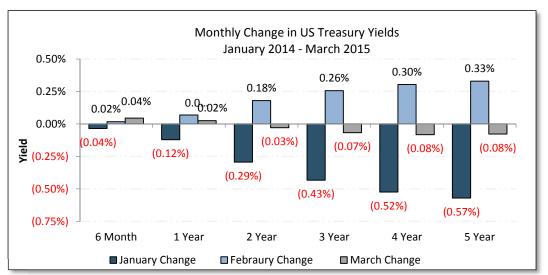
Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.

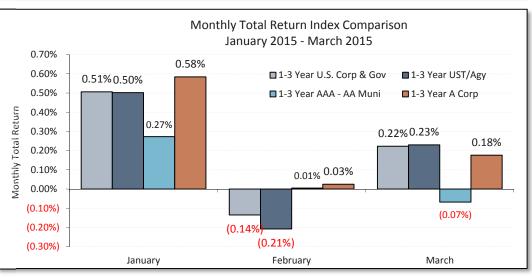


Public Trust Advisors 2015 ©

Monthly Changes in Yield and Total Return

- Fixed income U.S. Treasury yields were quite volatile during the 1st quarter of 2015.
- As presented in the chart to the right, after a significant increase in yields in December, U.S. Treasury interest rates declined in January, reversed course and increased in during February, only to retreat again (to a lesser extent) in March.
- Monthly total return was volatile during the quarter as interest rates declined, increased and then decreased again.
- From the indexes presented, only the 1-3 year Corporate Notes index did not have a negative monthly return during the period.





Source: Bloomberg - The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are for informational purposes only and not a recommendation. Past performance is not indicative of future performance.



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Two Year US Treasury Analysis: January 2014 – April 2015

The two year US Treasury has increased from historical lows during 2011 – 2013, although with considerable volatility as shown in the chart below. Over the last 15 months the two year US Treasury has experienced a low yield of 0.29% and as high as 0.74%.

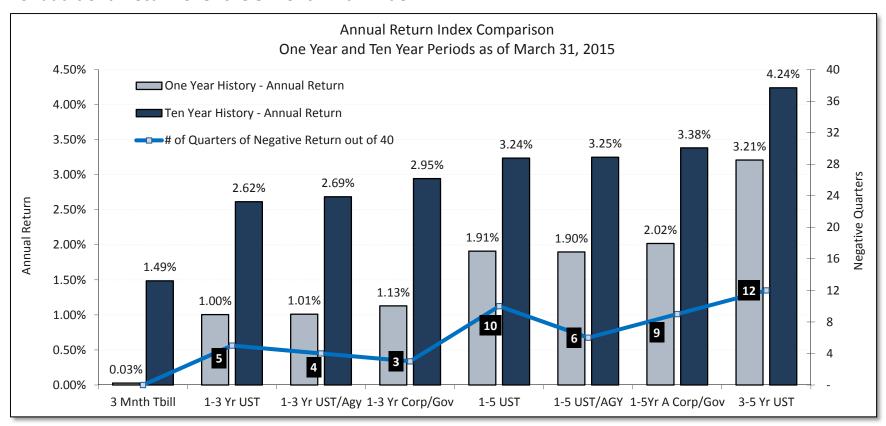


Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.



Historical Performance

- Longer term strategies continued to outperform shorter term duration indexes over longer investment horizons.
- Over the last twelve months 1-3 year and 1-5 year duration indexes provided approximately 1% and 1.9% of additional return over the 3 month T-bill index



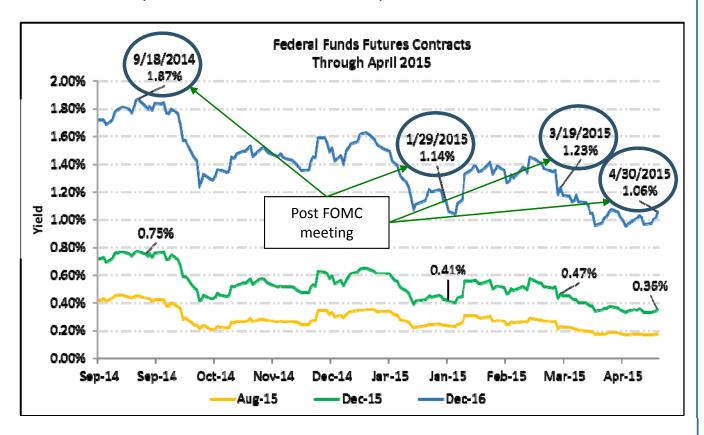
Source: Bloomberg – The charts above represent Bank of America Merrill Lynch index data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance and is not a suggestion or recommendation for any strategy presented.



Federal Funds Futures Contracts

Recent economic data, including lower global growth expectations, lower monthly payroll growth and 1st quarter GDP continue to impact the market's expectations of when and how much the Fed will increase the Federal Funds rate. Although volatile, futures contracts currently suggest a .25% to .50% federal funds rate at the end of 2015, considerably lower than the .75% rate expected last fall.

Federal Funds rate expectations have trended downward since September 2014, especially for longer term rate decisions.



Source: Bloomberg – The charts above represent data available from Bloomberg and are intended for informational purposes only and not a recommendation. Past performance is not indicative of future performance.



Disclosures

This presentation is for informational purposes only. All information is assumed to be correct but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The information presented should not be used in making any investment decisions. The presentation is not a recommendation to buy, sell, implement or change any securities or investment strategy, function or process. Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact, and these assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented and are for discussion purposes only and should not be used for making and calculations and/or decisions. Of course past performance is not an indication of future performance. Public Trust Advisors LLC entered into a contract to begin providing investment advisory services to COLOTRUST beginning on January 1, 2012.

Past performance is not an indication of future performance.

Any financial and/or investment decision may incur losses.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors 999 18th Street, Suite 1230 Denver, CO 80202



Participate in the VACO/VML Virginia Investment Pool

Public Hearing May 20, 2015



- Hold a Public Hearing
- Adopt an Ordinance
- Future Actions Treasurer and the Finance Board
 - Complete VACo/VML VIP application
 - Treasurer/Finance Board to finalize/approve an investment strategy



Public Hearing



Questions?



I move the Fluvanna County Board of Supervisors approve/deny an "Ordinance to authorize participation by the County of Fluvanna in the VACo/VML Virginia Investment Pool Trust Fund for the purpose of investing in accordance with section 2.2-4501 of the Virginia Code" and in the event that any investments related thereto violate the County's **Investment Policy Statement adopted October 15,** 2008 such shall be deemed authorized exemptions to the Investment Policy Statement.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| AGENDA TITLE: | Waste Water Treatment Plant (WWTP) Agreement with Fluvanna County Public Schools | | | | |
|----------------------|--|--------------------|-------------------|----------------|-------|
| MOTION(s): | I move that the Board of Supervisors approve the Memorandum of Understanding with the Fluvanna County Public Schools for the operation and maintenance of the Carysbrook and Middle School Waste Water Treatment Plants (WWTPs), subject to the County Attorney's approval as to form. | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter X | Presentation | Consent Agenda | Other |
| STAFF CONTACT(S): | Wayne Stephens | s, Public Works Di | rector & County I | Engineer | |
| PRESENTER(S): | Wayne Stephens, Public Works Director & County Engineer | | | | |
| RECOMMENDATION: | Approve | | | | |
| TIMING: | To go into effect on July 1, 2015 | | | | |
| DISCUSSION: | The purpose of this Memorandum of Agreement is to describe the terms, conditions, responsibilities, and processes applicable to the transfer of operation and maintenance of wastewater treatment plants (WWTPs) located at Fluvanna Middle School and Carysbrook Elementary School sites from the Fluvanna County School Board to the Fluvanna County Government. | | | | |
| FISCAL IMPACT: | Funding for annual operation and maintenance (\$40K) has already been transferred from the FY16 FCPS Budget to the FY16 Public Works Department budget. | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | Waste Water Treatment Plant (WWTP) Agreement with Fluvanna County Public Schools | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other |
| REVIEWS CONFEELED: | X | X | | | |

MEMORANDUM OF AGREEMENT

between

FLUVANNA COUNTY SCHOOL BOARD and FLUVANNA COUNTY BOARD OF SUPERVISORS

- 1. <u>PURPOSE</u>: The purpose of this Memorandum of Agreement is to describe the terms, conditions, responsibilities, and processes applicable to the transfer of operation and maintenance of wastewater treatment plants (WWTPs) located at Fluvanna Middle School and Carysbrook Elementary School sites from the Fluvanna County School Board to the Fluvanna County Government (hereinafter "County").
- 2. **BACKGROUND**: The Fluvanna County School Division, under the direction of the Fluvanna County School Board (hereinafter "Schools"), operates wastewater treatment plants at two sites.
 - a. The Fluvanna Middle School site provides wastewater treatment support for Fluvanna Middle School, The Abrams Academy located in the former Abrams High School, and the West Central Primary/Central Elementary School campus.
 - b. The Carysbrook Elementary School site provides wastewater treatment support for Carysbrook Elementary School, the school division bus garage, and the County owned/operated Carysbrook complex which contains Social Services and Carysbrook Athletic Complex.
- 3. **MUTUAL BENEFIT**: The operation of public owned WWTPs is typically within the purview of local government or authorities, not public education. Transferring operation of the two (2) WWTP sites previously identified herein from the Schools to the County is a more efficient use of resources.

4. **GENERAL CONDITIONS**:

- a. This Agreement only applies to the operation and maintenance of the WWTPs located on the Fluvanna Middle School site (3717 Central Plains Road, Palmyra, Virginia 22963) and Carysbrook Elementary School site (9172 James Madison Highway, Fork Union, Virginia 23055).
- b. Schools shall retain ownership of the two WTTPs.
- c. County shall operate the two plants as the agent of the Schools.

- d. County shall provide for the routine operation and maintenance of the WTTPs as well as responses to emergency situations.
- e. County shall operate and maintain the WTTPs in accordance with applicable Federal, State and local requirements, including the submission of all required reports, permits and remediation plans as required by law. Schools shall cooperate with County in the preparation and submission of all such reports, permits and plans as County may reasonably require.
- f. County shall notify Schools of any out of compliance issues, remedies required, impact on plant operations, and impact on facilities relying on the WWTPs for wastewater treatment.
- g. Schools shall allow access to the WWTPs to County staff and any contracted vendors; however, County shall ensure that any contract satisfies the intent of Code of Virginia § 22.1-296.1.C. This statute requires that as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor is required to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- h. The use of tobacco and alcohol is prohibited on Schools property.
- i. Schools shall continue to budget, pay for, and support electrical service for the two WWTPs.
- j. Schools shall not be charged for the processing and treatment of wastewater, routine operation of the WWTPs, or routine maintenance of the WWTPs. Such costs shall be budgeted and expended from the County budget, except for electrical service as noted in Item (11) above. Capital costs and investment in the WWTPs shall continue to be the responsibility of the Schools.
- k. Schools and County shall designate a principal and alternative contact for dealing issues regarding WWTPs.
- 5. **TERM**: The term of this agreement is twenty–five (25) years from the date of execution. Either party may terminate this agreement with thirty (30) days written notice. Such notice shall be delivered to the principal office of the party concerned.

Fluvanna County School Board and the Fluvanna County Board of Supervisors. This Agreement is hereby entered into on July 1, 2015. For the Fluvanna County Board of Supervisors, as approved at their _ meeting: Signature Printed name For the Fluvanna County School Board, as approved at their meeting: Signature Printed name **END OF AGREEMENT**

6. **AMENDMENT**: This AGREEMENT may be amended at any time by mutual

agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by persons authorized to do so on behalf of the

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| AGENDA TITLE: | EMS Cost Recovery Services | | | | | |
|----------------------|--|-------------------|---------------|----------------|-------|--|
| MOTION(s): | I move that the Board of Supervisors approve the contract for Emergency Medical Cost Recovery Services and authorize the County Administrator to execute the contract between the County and EMS Management and Consulting, Inc., subject to the County Attorney's approval as to form. | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter X | Presentation | Consent Agenda | Other | |
| STAFF CONTACT(S): | Joe Rodish, Purc | hasing Officer | | | | |
| PRESENTER(S): | Cheryl Wilkins, E | Emergency Service | e Coordinator | | | |
| RECOMMENDATION: | Approve | | | | | |
| TIMING: | Immediate | | | | | |
| DISCUSSION: | Staff researched a number of firms that could provide the services listed above. Based on references from other localities, three firms were selected. Two firms accepted invitations to meet with County staff and discuss their business model. EMS Management and Consulting was chosen to provide these services. This is a cooperative contract through the County of Powhatan. | | | | | |
| FISCAL IMPACT: | Estimated Annual Recovery (Revenue) Projections = \$732,000.00 - \$769,000.00 Note: Above estimated revenues based upon a full year of implementation. Fees (EMS Billing Services) = 4.75% of net collections | | | | | |
| POLICY IMPACT: | N/A | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | |
| ENCLOSURES: | Contract between County and EMS-MC | | | | | |
| REVIEWS COMPLETED: | Legal Finance Purchasing HR Other D: V V V V V V V V V V V V V V V V V V V | | | | | |
| | X | Х | Х | | X | |

EMS BILLING AND COLLECTION SERVICES CONTRACT

| This EMS | BILLING | AND COLI | LECTION S | ERVI | CES CON | TRACT (the | "Conti | ract"), |
|-------------------|-------------|-------------|--------------------|--------|----------|-------------|----------|------------|
| is made this | day of _ | | , 2015 be | etween | the COU | NTY OF FL | UVAN | NA, a |
| political subdiv | ision of | the Comr | nonwealth | of | Virginia | ("County"), | and | EMS |
| MANAGEMEN | T & COL | LECTIONS | 5, INC. , a | North | Carolina | Corporation | authoriz | zed to |
| transact business | in Virginia | ("Contracto | or"). | | | | | |

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

I. Cooperative Procurement and Exhibits: The County of Powhatan, a political subdivision of the Commonwealth of Virginia, issued a Request for Proposals for Billing for Emergency Transport Services, dated April 27, 2012, as modified by Addendum no. 1 dated May 9, 2012 and Proposal Modification Summary dated June 6, 2012 (collectively along with all addenda, amendments, appendices and related correspondence, the "RFP"). The Contractor submitted a response to the RFP dated May 14, 2012 (the "Response"). The Contractor entered into the "Contract Between the County and Contractor" for the services described in the RFP and Response with Powhatan County, Virginia on June 6, 2012 (the "Cooperative Agreement"). The Cooperative Agreement was renewed for the time period from July 1, 2014 through June 30, 2015 by Contract Renewal on June 9, 2014 (the "Renewal"). The County would like to cooperatively procure from the Cooperative Agreement certain items and services; and the Contractor would like the County to be able to procure from the Cooperative Agreement.

The following exhibits are attached hereto and incorporated herein by reference as material provisions of this Contract:

- 1. Exhibit 1 The Contractor's Proposal to the County dated May 6, 2015 (the "Proposal");
- 2. Exhibit 2 The Cooperative Agreement;
- 3. Exhibit 3 The Renewal;
- 4. Exhibit 4 The Response;
- 5. Exhibit 5 The Proposal Modification Summary dated June 6, 2012 submitted by the Contractor to Powhatan County, Virginia; and
- 6. Exhibit 6 Appendix I County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors.

The RFP incorporated into the Cooperative Agreement is hereby incorporated by reference and all the provisions and requirements of the RFP are incorporated herein specifically by reference.

II. SCOPE OF SERVICES:

EMS BILLING AND COLLECTION SERVICES CONTRACT

During the Term (as defined below) the Contractor agrees to provide all of the services and materials described in the Proposal and the Response, including, but not limited to:

- 1. claims management;
- 2. verified import of electronic care records;
- 3. claim coding and billing process;
- 4. claims management and separation of duties;
- 5. adherence to quality assurance standards;
- 6. comprehensive verification of insurance eligibility;
- 7. proven management of call reports lacking sufficient information;
- 8. compliant and effective claim processing;
- 9. electronic claim submission;
- 10. high billing accuracy;
- 11. exhaustive account follow-up for all denied or open balance claims;
- 12. complete and proactive supplemental insurance processing;
- 13. appeal process for denied or rejected claims to increase revenue;
- 14. tracking of denials for increased effectiveness;
- 15. patient pay account processing and follow-up;
- 16. customized invoice and statement generation;
- 17. payments post within 24 hours and a daily deposit workbook will be provided;
- 18. refund validation including, but not limited to, policies, procedures and identifying credit balances;
- 19. experienced collection agency interface and debt setoff processes;
- 20. focus on customer service;
- 21. online client portal so that the County can access all of its information;
- 22. EMS/MC Compliance Program;
- 23. HIPAA Compliance; and
- 24. reporting, including, but not limited to, a comprehensive package of reports designed for the County and any report formats or data points necessary to satisfy the needs of the County, including any department or officer of the County, or to identify specific information requirements. At minimum the County will received the following reports during the Term:

| | nation |
|--|--------|
| | |
| | |
| | |

| Daily deposit reconciliation reports with summary and deposit reconciliation reports | etail support |
|--|---------------|
| ☐ Import and batch reconciliation/confirmation reports | |

Weekly Information

☐ Deposit Summary and Explanation of Benefits (EOB)

EMS BILLING AND COLLECTION SERVICES CONTRACT

| ☐ Medicare/Medicaid Electronic Funds Transfer (EFT) and Explanation of |
|--|
| Benefits(EOB) |
| ☐ Reason for check/EOB/attorney request not being processed form(s) |
| ☐ Credit Card Receipt(s) |
| ☐ Process Refund Request(s) |
| ☐ PCR Returned to Provider |
| |
| Monthly Information |
| Comprehensive monthly reports provided to the County for performance |
| monitoring and account reconciliation. |
| The month end report package includes: |
| ☐ Account Analysis by Month (Date of Service Based) |
| ☐ Account Analysis by Month and Payor (Date of Service Based) |
| ☐ Aging Report by Current Payor and Aging Category (Accounting Period |
| Based) |
| ☐ Accounts Receivables Reconciliation Report (Accounting Period Based) |
| ☐ Account Analysis by EMS Unit |
| ☐ Cumulative Net Collection |
| Year End |
| Comprehensive end of year report package includes: |
| ☐ Account Analysis by Month (Date of Service Based) |
| ☐ Account Analysis by Month and Payor (Date of Service Based) |
| ☐ Aging Report by Current Payor and Aging Category (Accounting Period |
| |
| Based) |
| ☐ Accounts Receivables Reconciliation Report (Accounting Period Based) |
| ☐ Account Analysis by EMS Unit |
| Cumulative Net Collection |
| ☐ Annual Revenue Projections |

In providing the services and materials described in this Contract, the Proposal and the Response the Contractor shall meet or exceed all the provisions and requirements of the Proposal, the RFP, the Response, the Cooperative Agreement and this Contract.

All items provided and services rendered under this Contact shall be done in a good and workmanlike manner and so as to pass without exception in the trade and shall be consistent with this Contract, the Proposal, RFP, Response and Cooperative Agreement.

II. COMPENSATION: The Contractor shall be paid four and a half percent (4.5%) of Net Collections, as defined below, in accordance with the attached Proposal and consistent with the Cooperative Agreement. Net Collections shall be defined as the net amounts actually collected by the Contractor on behalf of the County under this Contract and delivered to the County for that invoicing period less any refunds or other deductions paid by the County

EMS BILLING AND COLLECTION SERVICES CONTRACT

hereunder during the same period. The Contractor shall submit a detailed written invoice to the County of Fluvanna monthly. The Contractor will be paid within thirty (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna. No invoice may be provided by the Contractor to the County for any Net Collections not yet credited to the County. Should the County in good faith dispute any invoice of Contractor, then the County shall send the Contractor written notice thereof within forty-five (45) days of receipt of the disputed invoice and the County may withhold payment on such invoice until the dispute can be resolved; and while such dispute is on-going such non-payment shall not be considered a default by the County.

III. OTHER CONTRACT TERMS: Where the terms of this Contract, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the Contract; (2) the Proposal; (3) Appendix I County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors; (4) the Cooperative Agreement, (5) the Response, and (6) the RFP. Notwithstanding the foregoing, whenever possible the terms of this Contract, the RFP and the exhibits shall be read together.

IV. PERIOD OF PERFORMANCE:

The initial term of this Contract shall be one (1) year beginning on the 1st day of June, 2015 at 12:01 a.m. and terminating on the 31st day of May, 2016 at 11:59 p.m. This Agreement may then be renewed at the County's option for four additional one (1) year terms. Said renewal shall be automatic. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at any time prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated.

V. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic.

EMS BILLING AND COLLECTION SERVICES CONTRACT

Witness the following duly authorized signatures and seals:

Fluvanna County Attorney



Proposal for: Fluvanna County EMS Billing Services

Submitted: May 6, 2015

Submitted by:
Kim Stanley, Chief Customer Officer
EMS Management & Consultants,
Inc. 2540 Empire Drive, Suite 100
Winston Salem, North Carolina 27103
(336)766-4448
Kim.Stanley@emsbilling.com

Exhibit _______

May 4, 2015

Mr. Joe Roddish, Purchasing Officer 132 Main Street Palmyra, VA 22963

RE: Proposal for Fluvanna County, VA for EMS Billing and Collection Services

Mr. Roddish,

EMS Management & Consultants, Inc. (EMS|MC) is pleased to submit our proposal to Fluvanna County. We have carefully and thoughtfully reviewed your EMS billing requirements and fully understand the Scope of Work needed. Since EMS|MC's inception, our sole focus has been EMS billing for governmental clients. Today, we are the largest billing company in the nation solely focused on EMS revenue cycle management.

For this proposal, Kim Stanley, Chief Customer Officer is an officer of the corporation, authorized to make representations on behalf of EMS Management & Consultants, Inc.

In addition, this is confirmation that the signatory of this letter has authority to bind our company.

This proposal is made without collusion with any person or entity submitting or not submitting a proposal pursuant to this proposal.

EMS|MC is pleased to submit our custom proposal, and we look forward to sharing more information with you. Please feel free to contact us with any questions or concerns. Thank you in advance for your time and consideration of our proposal.

Respectfully Submitted,

Proposer: Kim Stanley
Chief Customer Officer
EMS Management & Consultants, Inc.
Winston-Salem, NC 27103

336.714.9091

Trust. Ongoing.

The nation's leading provider of EMS and Ambulance

billing | services



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Highlights of EMS|MC Program

EMS|MC Strives to Optimize Your Revenue

- EMSIMC's sole focus is EMS billing. We do not engage in additional billing practices
- Business model properly manages EMS specific submissions, denials and rejections
- Efficient and exhaustive filing and refilling of claims decreases days in A/R
- EMSIMC eliminates any backlog of claims for both initial filings and resubmissions

Enhanced and Custom Reporting Capabilities

- EMSIMC provides a full suite of operational and financial reports
- Daily, weekly, and monthly reports provide detailed accounting of billing and collections
- Summary and detail reporting which provides data in an easy to interpret format
- Annual budget projections and impact analysis based on regulation and fee schedule changes
- · Custom reporting is included in fee

Experienced Corporate Compliance Team

- EMSIMC employs a dedicated, well trained compliance team
- Comprehensive and updated knowledge of EMS law and regulations related to billing
- Our firm provides compliance/documentation training for all field personnel
- EMS|MC provides training and education to EMS staff on the requirements and documentation needed to establish medical necessity
- In an audit situation, EMS|MC provides full support including review, preparation and submission
 of the audit response on behalf of our clients.
- Outsourcing mitigates risk associated with ambulance billing

Outsourcing of Revenue Cycle Management Allows

- EMS to focus on its core business of providing quality patient care
- Opportunities to improve on operational efficiencies
- Our firm to maintain a complete understanding of EMS rules and regulations pertaining to EMS billing

24/7 Continuous Support and Quality Improvement

- Assignment of dedicated Strategic Account Manager (SAM)
- Full Program launch support and ongoing performance monitoring
- On-site quarterly review of account performance
- On-site annual review of account performance by Senior Management Team



EMSIMC: 12 Years of Experience and Focus in Virginia

We are the largest EMS billing provider who focuses solely on EMS billing services. This allows 100% of our resources to be dedicated to our EMS billing clients. EMS|MC is based in Winston-Salem, NC and we currently serve over 230 clients in in thirteen states, and process over one million claims per year.

Further, it is important for us to note that EMSIMC has a vast amount of experience with Palmetto GBA, the part B Carrier for Fluvanna County, Virginia. In 2014 alone, our firm submitted over 300,000 billable EMS claims to Palmetto GBA.

Foundation for Success: Trust, Performance and Service

EMSIMC offers a customized "best practice" approach to each client. Our emphasis on technology and applications, based on client needs, make us able to deliver the highest quality of service and performance.

EMS|MC understands our customers must have complete confidence in our ability to manage the revenue cycle process. Our *proven business model* has achieved superior outcomes for our current clients and will for the Fluvanna County as well.

Prior Experience for Similar Scope and Size Projects

EMS|MC has a great deal of experience with Virginia clients. Our unmatched experience throughout the region we serve, performance with similarly sized EMS agencies, coupled with our industry knowledge and resources has positioned our firm to not only meet but far exceed our client expectations.



SSAE No. 16 SOC II Certified

EMS|MC completes a SSAE No. 16 Audit each year to ensure quality, confidence and consistency to our clients. This audit ensures many reconciliation points through our processes are well documented and followed.

| Key Controls for Time, Budget, and Quality | | | | |
|--|--------------------------------|---|--|--|
| Organization and Administration | Backup and Recovery Procedures | Software Release Implementation and Documentation | | |
| Operations | System Software and Hardware | Physical Security | | |
| Payment Posting | Trip Tracking and Processing | Payment Processing | | |
| Reporting | Invoice Processing | Compliance | | |

Annual Third Party Regulatory Audit

EMS|MC participates in a 3rd party regulatory compliance audit conducted by Page, Wolfberg and Wirth (<u>www.pwwemslaw.com</u>) on an annual basis. The purpose of this audit is to verify that our billing practices are in compliance with governmental and commercial payors. Participating in this audit provides our clients with an added layer of assurance that claims are being billed in a compliant way.

Stable, Efficient and Fiscally Accountable

EMS|MC provides a proven business model that has achieve superior outcomes for our more than 230 clients. This comprehensive and integrated approach to the EMS billing process is the foundation for our superior results.

Our expertise with Crystal Reports provides accurate reporting on any data point; allowing us to provide customized accounting and performance based reports. *EMS|MC will monitor your account and our team will meet with you on a quarterly basis to review your performance (more often if needed)*.

Key Claims Management Targets

- · Claims Regularly Imported from Fluvanna County, Virginia
- Eligibility Research Completed Daily on Imported Claims
- Imported Claims Billed within 48 to 72 hours
- Secondary Insurance Filed within 24 Hours of Payment by Primary Payor
- Denied or Rejected Claims Researched and Re-filed with 24 hours
- All Mail and Incoming Payments Processed Same Day
- Payments Posted within 24 hours
- Achieve Collection Targets



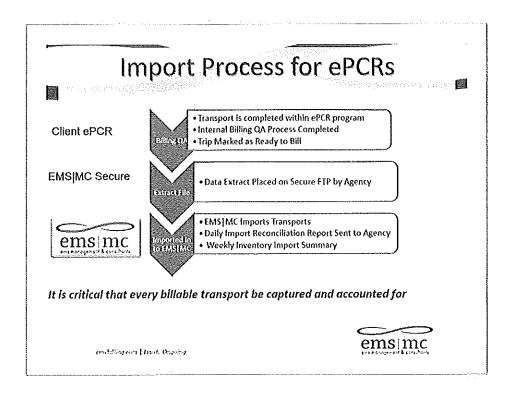
Claims Management Process

On the following pages, EMSIMC has detailed our claims management process, which is the most full service billing program available providing the largest range of services with minimal "touch points" for our clients. Our processes are best practice and we have achieved superior results for our clients.

Verified Import of Electronic Patient Care Records

Fluvanna County, Virginia will be provided the most efficient and accountable import of Patient Care Records (PCR) in the industry. Our firm provides written verification that the transport was imported with an *Import Confirmation Report*. Additionally, we provide a *Batch Confirmation Report* that provides verification that the PCR that has been entered into our billing system, is accounted for, and is being prepared for billing. Our step-by-step process includes daily receipts, import confirmations, billing verifications and batch reconciliations.

Transports will be received via a direct import process from your ePCR into our billing system through a secure server. This process has proven to be successful for managing electronic records. Below we have outlined our step-by-step process of importing ePCRs from your current vendor, Image Trend.





Claim Coding and Billing Process

The billing process for all payors begins with a thorough review of the PCRs. The imported patient record requires a Billing Specialist to review and make the coding decisions based on the information contained in the PCR. The patient narrative is a critical element in these coding decisions and is imported into a notes field of the billing system.

Once the coders have reviewed the entire patient record, decisions will be made regarding the appropriate code to utilize based on knowledge of applicable regulations and payor specific guidelines. At EMS|MC, we maintain that it is in the best interest of the client to manually review each claim, not rely solely on technology to make these key coding decisions on a claim.

All claims are processed through our proprietary automated quality check upon completion. This automated audit process has logic that can identify potential errors that could lead to denials/rejections. When claims fail this automated audit process, the Billing Specialist is not able to complete the final step in the billing process until corrections are made. A few examples of items that are verified during this process include:

- Conflicting gender based information on the Medicare Number suffix
- Non-Covered transports with a destination of scene
- Transports that do not have a valid Signature Authorization Form

EMS|MC does not use fully automated processing for the coding of EMS claims. In EMS billing, automated coding processes are inherently more risky and claims can be miscoded.

Claims Management and Separation of Duties

Our firm adheres to separation of duties between each function of claims management. This separation allows us to monitor, measure, and maximize performance at each level of the billing process. This prevents any bottlenecks in the overall process and ensures that all claims throughout the billing cycle are being properly and expeditiously managed. The results our clients gain from this strict process management are increased cash flow and higher collection percentages.

Quality Assurance Standards

EMS|MC has implemented a quality policy which ensures all EMS|MC employees adhere to established Standard Operating Procedures (SOPs). These SOPs outline the methodologies, standards, procedures, and guidelines for which all processes must be executed to ensure quality results and optimal performance. The quality policy, along with targeted departmental quality audits and other controls establish and document the framework for quality assurance.



Comprehensive Verification of Insurance Eligibility

Ensuring complete and accurate information on every claim, prior to sending a bill, reduces the likelihood of a claim denial or returned mail and has proven to significantly expedite payments. As outlined below, EMS|MC utilizes several resources/eligibility databases to find missing and incomplete insurance information. We have outlined our process for insurance verification below:

- Hospital Interface EMS|MC will establish a data transfer from the area hospital systems to automatically obtain required billing and demographics information. EMS|MC currently has a established process with Martha Jefferson and University of Virginia hospitals. This ensures a fully operational relationship from deployment, and prevents issues from occurring when data is needed to complete billing information.
- Insurance Eligibility Databases
 - o EMSurance-Provides insurance eligibility and verification
 - ZirMed-Provides insurance eligibility and verification
 - Medifax Provides online and batch confirmations of Medicaid eligibility.
 - o Blue E BCBS provides additional patient demographics.
- Passport OneSource Provides online Medicare eligibility information as well as identifies Medicare HMO enrollment and is also utilized for Commercial Health Insurance eligibility.
- Retroactive Eligibility All self-pay accounts are submitted to the Medicaid Eligibility Database on a monthly basis for up to 12 months to identify retroactive Medicaid eligibility.
- Outgoing Telephone Calls Our office places outgoing courtesy calls to the patient only for the purposes of obtaining insurance information.
- Request for Insurance Statement EMS|MC mails a "Request for Insurance Statement" to the responsible party.

Addresses are verified against the National Change of Address (NCOA) database. Returned mail is verified against last known address using Healthcare Experian.

Proven Management of Call Reports Lacking Sufficient Information

EMS|MC has a dedicated process for managing call reports that are missing critical billing information. PCRs are only returned once EMS|MC has exhausted every means at our disposal to obtain the information:

- Outbound Telephone Calls



During the initial billing process, EMS|MC staff reviews each portion of the transport and all attachments and narratives to determine if any information required for billing is missing. The Billing Specialist will enter the transport into the billing system with the information available and place the transport on this dedicated schedule. Those trips are then detailed in a report that will be sent to Fluvanna County at a mutually agreed interval. This report will identify the transport and the information that will be required to complete the billing process. Items that may prevent EMS|MC from billing include:

- Pick-up Location
 Pick-up Locat
- □ Drop-off Location
- ∞ Patient Demographic Information
- ∞ Chief complaint/condition for transport
- ∞ Missing or non-compliant PCS form
- ∞ Missing or non-compliant signature authorization forms

Transports lacking sufficient information are placed on the PCR Return to Provider schedule in RescueNet Billing and will be returned to Fluvanna County. This allows Fluvanna County an opportunity to provide the missing information needed to initiate the billing process. This dedicated schedule allows EMS|MC to track and monitor the status of transports that have been returned and is designed to address transports that are lacking critical billing information.

Upon receiving the requested information, the claim is processed and submitted to the appropriate payor for payment. This process ensures compliance with insurance programs, while providing Fluvanna County with the opportunity to provide additional information. This feedback loop ensures that every billable trip is sent to insurance and decreases the number of non-billable trips resulting in maximized revenue to the County.

Compliant and Effective Claim Processing

After the run report is imported, confirmed, reviewed for completeness, data entry completed and quality assurance performed, the claim is now ready for processing. EMS|MC will process claims within 72 hours of receipt. While many third party vendors claim to meet this requirement, our statement is backed by our continued compliance with the client auditing processes.

While many companies focus on how quickly they can get a claim submitted, it is our experience that by spending extra time on the front end; we can greatly increase the success rate in getting the claim paid in the first submission.



Our billing system is schedule driven to ensure accountability for each claim and to prevent any claim from "slipping through the cracks." Schedules are a vital part of our client setup and software configuration process and dictate the internal workflow and follow up activity required on each claim at very specific time intervals. Claims ready to be billed are placed on a schedule according to primary payor.

As an example, a Medicare claim typically pays in 14-17 days. If we do not receive payment by 21 days a follow-up process begins as follows:

- Our schedule driven system will flag this claim if a payment is not received within the expected time period
- The billing system generates a workflow schedule daily of claims that are not paid or denied according to the designated initial schedule
- Follow up calls and claim status research will begin immediately

Denied claims or returned claims requesting additional information require a schedule change to continue to facilitate the workflow process and ensure each claim is directed to the next appropriate step and designated team member. "Reason Codes" for denial or return claims are entered into the system to track trends on specific payors and to provide internal auditing. As a result, we easily can provide analytical feedback to our staff and the County on potential problematic issues with field documentation and/or payor approval specific requirements.

Electronic Claim Submission

We utilize electronic claim submission in every case possible. Medicare, Medicaid, and most commercial insurance carriers currently accept electronic claims. Combined, this expeditious claim process ensures a high generation of monthly cash flow and maintains current receivables relative to the date of service provided.

High Billing Accuracy

Due to our extensive front end eligibility research and verification of patient information, all claims that are processed have an high payment success rate on first submission. The claims that are denied are put through an exhaustive appeal and research process as outlined in the following section. Ultimately, with this success rate on the first submission and the subsequent follow up our firm puts into the remaining denied and rejected claims, our clients realize industry high collection percentages by payor.

Exhaustive Account Follow-up for all Denied or Open Balance Claims

Account follow-up is conducted for all denied claims or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. The billing system automatically flags these accounts based on the specific payor and age of the account so that timely account research may be conducted.



This research includes direct phone follow-up with the insurer to determine the reason for non-payment and claim status, as well as investigative follow-up with the receiving hospital or physician's office when additional medical documentation is necessary. *Exhaustive measures are taken to ensure that monies are not left uncollected and unnecessarily written off to bad debt.* Because of the timely filing period required of most payors, follow up procedures are critical and a top priority for EMSIMC.

It is important to note that the extensive micro-management of our patient accounts is an integral part of our quality assurance and performance review. A strong emphasis on details and individual account follow-up is the basis for quality customer service, exceptional recovery rates, and higher collection percentages.

Complete & Proactive Supplemental Insurance Processing: Second and Tertiary Payors EMS|MC provides complete secondary filing and processing on every claim and because our structured fee is exclusively based on performance, we take the necessary measures to obtain, verify and bill all insurances accordingly until the balance is closed out. Medicare pays only 80% of the allowed amount. Therefore, it is extremely important to put forth every effort to obtain the 20% co-insurance payment.

Most secondary and supplemental carriers require a copy of the original Explanation of Benefits (EOB). Some receive direct notification from the Medicare carrier and the co-pay is automatically "cross-walked" to the patient's corresponding secondary carrier. However, in most cases we bill secondary insurance <u>proactively</u> and immediately after the initial payment is received to ensure the carrier receives the claim in a timely manner.

Appeal Process for Denied or Rejected Claims Increases Revenue

Denied or returned claims, requesting additional information, require a schedule change to continue to facilitate the workflow process and ensure each claim is directed to the next appropriate step and designated team member. Denied claims are always reviewed by an Account Performance Specialist to determine the specific reason for the denial. Most appeals begin with a telephone review with the specific carrier to clarify the reason for denial. This assures that the claim was not mistakenly denied. In some cases, it can be corrected and paid via a telephone conversation.

Once the claim is researched and it is fully determined to be non-covered for any of the various coverage issues noted, the invoice is submitted directly to the insured (patient). In addition, the patient will also receive a denial letter with an explanation of benefits directly from their insurance carrier.

Tracking Denials for Increased Effectiveness

Our billing system has the ability to track denial codes and reason codes for internal quality assurance analysis. Denial reports are routinely reviewed by the billing operations manager to detect payor denial trends and possible coding issues. This ensures we are continuously informed and making the necessary adjustments to our processes to maintain exceptional collection performance.



Patient Pay Account Processing, and Follow-Up

Private pay accounts are handled through initial invoicing and followed up with monthly statements reflecting all payments and credits. It will be up to the discretion of the County to determine its policies and procedures on how we pursue such cases as homeless/indigent patients, and charity write-offs.

EMSMC will work closely with the County to develop a policy in which the County Residents are not balanced billed. We have extensive experience with similar Virginia clients in establishing this billing program based on the County's desires while ensuring that we are compliant under the OIG regulations.

Customized Invoice/Statement Generation

EMS|MC will work directly with the County to ensure the invoice format and intervals are developed and implemented to the County's specific requirements. When it is determined that the patient is responsible for the remaining balance, our customized invoicing cycle will be activated. All invoices include the EMS|MC toll free customer service phone number, website, and an area on the invoice along with a self-addressed stamped envelope for the patient to return insurance information.

Our billing system is capable of setting up time payments. Once an account is on this schedule, the patient will receive an invoice indicating that a time payment arrangement has been established and providing a statement of understanding for the patient to sign. Each month they receive a cumulative invoice reflecting the historical credits and dates posted.

Payment Posting Within 24 Hours and Daily Deposit Workbook

EMS|MC strictly *posts payments within 24 hours* and all financial documents are digitally imaged and indexed according to the date received, amount of check, check number, and payee. The EMS|MC accounts receivable staff is responsible for accurately posting and reconciling each patient account. Payment posting to patient accounts is performed directly from images of the check and EOB, never from live checks.

Fluvanna County will be provided a daily deposit workbook which will be submitted to the designated official(s) before the close of business each day. This report reconciles the dollar amount posted in the billing system to the dollar amount deposited to your bank. This two way reconciliation ensures accurate account posting.

Refund Validation: Policies, Procedures and Identifying Credit Balances

EMS|MC has a dedicated Refund Specialist team that researches over-paid or accounts with credit balances. Notifications from the billing staff, patients and government/commercial payors are handled by this team. Our staff thoroughly prepares the complete refund documentation in order to validate the legitimacy of the refund.



The documentation for each refund is combined into a single PDF file (copies of checks, billing system statements, EOB's, notes, complete mailing instructions and payment credits, etc.) and will be forwarded to Fluvanna County for the refund check issuance. In the case of certain insurers, the insurer's refund request form will be required to be submitted with the refund check to ensure proper posting. In these cases, this refund request form will be included in the PDF file.

Experienced with Collection Agency Interface and Debt Setoff Processes

If the County chooses to utilize a collection agency and debt setoff program you can be assured that *EMS*|*MC will continue to monitor their accounts and work closely with the agencies on their behalf.* We will develop a custom program for the County of Fluvanna during deployment.

After a claim has reached private pay status and the invoice cycle has been exhausted, the account is placed on the collections schedule and forwarded to the collection agency or debt setoff program identified by the County. Although the account is now being pursued by an agency outside of EMS|MC, an EMS|MC Collections Specialist will remain in communication with the agency and will continue to manage the process and maintain accountability for the following:

- Communicating with collection agencies for changes that occur on the account due to the filing of insurance.
- ∞ Assure proper insurance holds are placed on accounts that are pending insurance processing.
- ∞ Filing of insurance if notified of additional information.
- Providing the collection agency with bimonthly payment reports and monthly placement files.

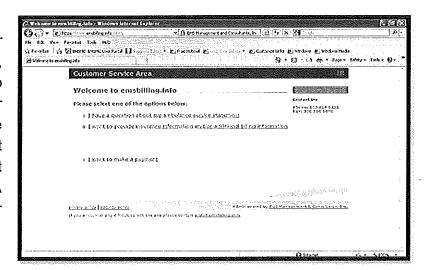
Focus on Customer Service

EMS|MC will handle all incoming calls and questions regarding EMS billing for Fluvanna County. EMS|MC currently has a toll free number in place specifically for customer inquiries. *Telephone conversations are handled politely, professionally, and with full knowledge that we are representing your service and community.* We employ bi-lingual (English/Spanish) staff members to speak with Spanish speaking customers directly and our firm also provides interpreter services through Language Line Services. Customer service statistical data is monitored on a daily basis. All calls are recorded and can be sent to the client in the event of a dissatisfied customer complaint.

Our electronic digital imaging process is integrated with our billing system and links all related source documents directly to each patient's account. Patient Call Reports, Remittance Advice (EOB's), attorney requests, letters, etc., become a permanent part of the record and easily are recalled and available. This is a great advantage to the County's patients as Customer Service Representatives are able to satisfy information requests and questions about the account in a quick and professional manner.



EMS|MC provides an online customer service feature, our website, www.emsbilling.info, allows patients to inquire about their statement on a 24 hour basis. On this site, patients can provide additional insurance information, request the status of their account or make a credit card payment using a secure HIPAA compliant web server. The website is user friendly and simple to use.





Reporting

EMS|MC agrees and will work with the County during deployment to determine the exact timelines required. We will generate and deliver a *comprehensive package of reports designed specifically for Fluvanna County*. This package is designed for trend analysis and includes both date of service and accounting period based reports. We will develop the exact reporting format and data points necessary to meet specific departmental and informational needs of Fluvanna County.

The following table illustrates reports which are provided to all of our clients. Listed time frames are suggested and can be modified to best meet your needs.

Daily Information

- Daily deposit reconciliation reports with summary and detail support
- Import and batch reconciliation/confirmation reports

Weekly Information

- Deposit Summary and Explanation of Benefits (EOB)
- Medicare/Medicaid Electronic Funds Transfer (EFT) and Explanation of Benefits(EOB)
- Reason for check/EOB/attorney request not being processed form(s)
- Credit Card Receipt(s)
- Process Refund Request(s)
- PCR Returned to Provider

Monthly Information

Comprehensive monthly reports provided to the County for performance monitoring and account reconciliation.

The month end report package includes:

- Account Analysis by Month (Date of Service Based)
- Account Analysis by Month and Payor (Date of Service Based)
- Aging Report by Current Payor and Aging Category (Accounting Period Based)
- Accounts Receivables Reconciliation Report (Accounting Period Based)
- Account Analysis by EMS Unit
- Cumulative Net Collection

Year End

Comprehensive end of year report package includes:

- Account Analysis by Month (Date of Service Based)
- Account Analysis by Month and Payor (Date of Service Based)
- Aging Report by Current Payor and Aging Category (Accounting Period Based)
- Accounts Receivables Reconciliation Report (Accounting Period Based)
- Account Analysis by EMS Unit
- Cumulative Net Collection
- Annual Revenue Projections



Reporting Capability

EMS|MC can provide the County with comprehensive reports as needed for budget planning, trend analysis, and other reporting purposes. We have the ability to "drill down" to the trip, patient, or transaction level to further analyze month-end reports. *EMS|MC can develop report formats and data points necessary to satisfy the different departmental needs and specific informational requirements.* Examples of specialty reports that can be provided to Fluvanna County include:

- Schedule of Transport Charges and Mileage
- Collections Monthly Billing and Balance Due
- Collections Summary Insurance Receivable Report
- Payment Report
- New Billing Report and Responding Unit Report
- Collection By Financial Class
- Report of Accounts Receivable
- Report of Accounts Receivable Removed from AIR (sent to collections)
- Billing Adjustment Report (write offs / reversals)
- Audit Report of Accounts Changed (ALS to ALS2 or BLS to ALS, etc.)

The reporting capabilities available through Crystal Reports in the Zoll RescueNet Billing platform are unmatched in accuracy and flexibility. EMS|MC's Chief performance Officer, Allan Logie and his team will work directly with any client with unique reporting needs to identify not only how to develop a report but will also verify the accuracy of the data.

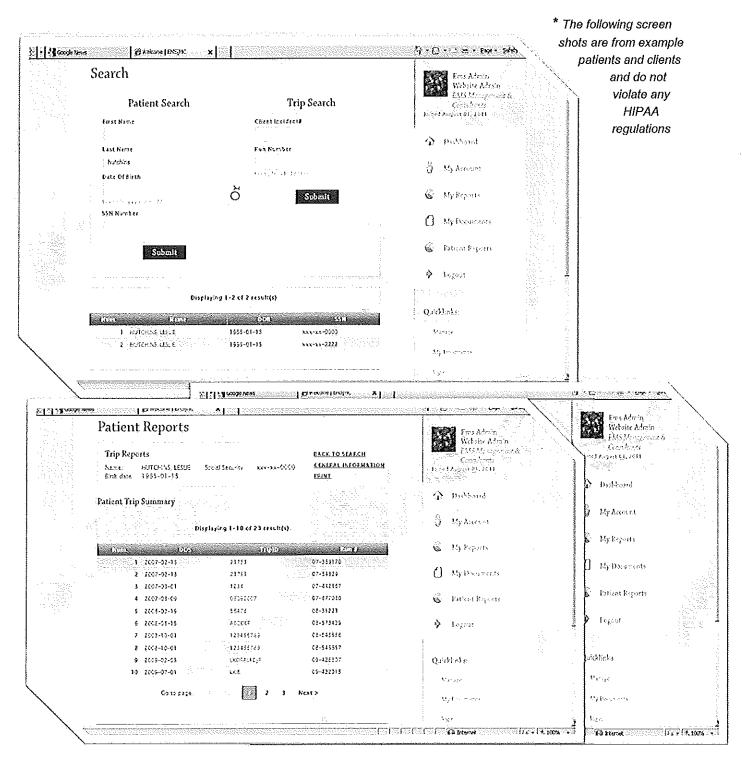
EMSIMC has the ability to provide reports based on either the date of service or the accounting period (the date of the financial transaction). Because EMSIMC performs a hard close on the second business day of each month, accounting period based reports are static and will not change in the future. Date of service based reports are dynamic and provide a clear picture of performance as all data will tie back to transports that occurred during a specific date range.

Online Client Portal and Access to Your Information

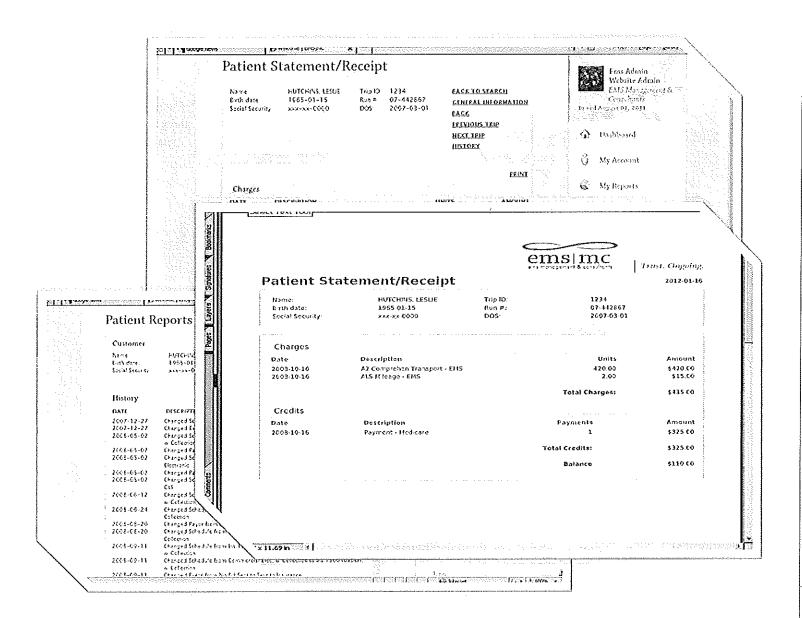
EMS|MC will earn your trust and confidence through access to your information. Fluvanna County will be able to log in to the client portal at any time to access account information. This all access feature is provided through our website www.emsbilling.com. Use of this tool allows for real time reporting which can be exported into Microsoft Excel. We build your trust by using an open approach and reporting information in a meaningful and easy to interpret format.



In addition to the Client Portal your Strategic Account Manager will be available to assist the County with record/information request and inquiries.









ENC|MC Compliance Program

The EMSIMC Compliance Program incorporates and complies with the comprehensive standards set forth by the Department of Health and Human Services (DHHS) and the Office of the Inspector General (OIG). Our program is designed to safeguard the provider from unintentional billing practices that violate Federal law. For example, Compliance Programs include Medicare Fraud and Abuse Awareness and Employee Education policies just to name a few. The Federal Register specifically outlines the DHHS, OIG Program Guidance for Ambulance Suppliers and third party billing companies. Compliance begins with knowledge of the EMS industry and federal legislation that regulates the reimbursement process.

Due to the importance of compliance with these programs EMS|MC retained an outside agency, Crowe, Chizek and Company, LLC. to complete a regulatory compliance evaluation of our billing operations. During this evaluation the seven key elements of a compliant program were found. This voluntary check confirmed we have implemented and continue to make efforts to comply with the seven key elements of an effective and compliant billing program. The seven key elements of this evaluation are listed here:

- ∞ Implementation of written policies, procedures and standards of conduct.
- Designate a compliance officer and committee to address and prevent issues.
- Provide ongoing and effective training and education.
- Develop effective lines of communication for compliance issues.
- Enforce standards through well publicized disciplinary guidelines.
- Conduct internal auditing.
- Respond promptly to detected offenses and develop corrective action.

HIPAA Compliance

The Health Insurance Portability and Accountability Act was designed to standardize the industry on specific code sets and formats. In addition to standardizing the code sets and electronic frameworks, the law also established a minimum requirement for the protection and privacy of Personal Health Information (PHI). The law requires that covered entities must develop security measures for the protection of electronic protected health information, under the following regulations:

Regulation: §164.308 Administrative Safeguards

Regulation: §164.310 Physical Safeguards Regulation: §164.312 Technical Safeguards

Regulation: §164.314 Organizational Requirements

Regulation: §164.316 Policies and Procedures

Our billing systems, accounting records, document management, and disaster recovery systems, along with operational policies, meet or exceed the requirements of HIPAA, for safeguards, security, and recoverability. EMSIMC is in compliance with the Health Information Technology for Economic and Clinical Health Act of 2009 and has provided our policy for your review.



In compliance with these Privacy and Security Regulations, EMS|MC has extensive policies and procedures to adhere to these guidelines. EMS|MC maintains a comprehensive Compliance Program with policies and procedures that include, but are not limited to:

- NIST 800-66 Compliant.
- SSAE 16 and SAS 70 Type 1 and 2 Certified.
- Designated Chief Compliance Officer, Compliance Manager, and IT Security Officer oversee all compliance related activities.
- Annual Mandatory Compliance Training and Education Programs with signed acknowledgement of understanding and commitment for all employees.
- Employment Background Checks, Criminal History Checks, and OIG Exclusion Database Verifications for all employees.
- Signed Employee Confidentiality Agreement, Confidentiality and Dissemination of Confidentiality Attestation Statement, and Compliance Code of Conduct.
- Data Destruction Policies for all sources of PHI to include paper, electronic, and/or hardware devices.
- Secure Work Environment with key fob entry system, building security alarm system, and locked offices, storage areas and other areas in which PHI may be stored.
- Data Disaster Recovery Plan and Data Backup Policies.
- Secure Network and Email Encryption with Virus and Firewall Protection.
- Secure FTP for sharing files with clients and external partners.
- Prohibited printing capabilities from VPN, Citrix and Telecommuting Systems.
- Ongoing monitoring of account access.
- Breach Notification Policy to immediately notify patients when their data may have been compromised.
- PCI Compliance to ensure that credit card information is not stored after the transaction has been completed.
- Red Flag Policy that identifies and notifies patients that may be victims of identity theft.



Corporate Compliance Team

Kim Stanley, CHC - Chief Customer Officer

Kim is a leading expert in EMS reimbursement practice and policy and brings more than 18 years of reimbursement and regulatory compliance experience to EMSIMC. Her primary focus at EMSIMC is to ensure that our billing practices are delivered in a compliant manner for our clients. She was formerly employed with CIGNA Medicare as the TN, NC, and ID Medicare Part B contractor. She served as the EMS liaison working in conjunction with the Centers for Medicare/Medicaid Services (CMS) on various reimbursement committees to develop Ambulance Medicare policy and was instrumental in the development and deployment of the National Fee Schedule. She served as a primary resource to the ambulance providers of NC, TN and ID and the State EMS Directors Associations before, during, and after the implementation of the Fee Schedule. Working on the provider side now, she continues to serve as a national advocate and resource for EMS providers through several local and state advisory groups and reimbursement committees. Kim currently holds her NAAC Certification.

Debbie Hoffman, CAC, CPCH - Compliance Manager

Debbie Hoffman brings more than 24 years of experience in Billing, Reimbursement, and Compliance to EMS|MC. Prior to joining EMS|MC, Debbie Worked as a Patient Accounts Manager with NC Baptist Hospital, Novant Health and High Point Regional Medical Center. While in these roles she worked closely with Government and Managed Care payors challenging regulation interpretation to maximize reimbursement. Debbie served as a Committee member for Corporate Compliance and Investigational Review Board making decisions based on Federal and State Statues. Currently she is NAAC certified.

EMS|MC Counsel for Compliance and Regulatory Matters William J. Spratt, Jr.

Mr. Spratt serves as general counsel on Compliance for EMS|MC. Mr. Spratt is a former health care administrator and has served as General Counsel to, and has been engaged as special counsel to represent, institutional and non-institutional health care providers including hospitals, skilled nursing facilities, home health agencies, health maintenance organizations, clinical laboratories, community mental health centers, rehabilitation facilities, physician networks and physician groups. He has significant experience in the areas of acquisitions, sales, mergers, reorganizations of health care businesses, structuring transactions, fraud and abuse counseling, analyzing securities documents in health care transactions, federal and state regulatory compliance, antitrust issues, structuring and implementing managed care arrangements, Medicare and Medicaid reimbursement issues, risk management, advance directives, and guardianships.



Page Wolfberg & Wirth

Steven R. Wirth

Steve Wirth is a founding member, along with Doug Wolfberg and the late Jim Page, of Page, Wolfberg & Wirth, LLC. The firm represents ambulance services, municipalities, fire departments, hospitals, and other organizations across the country in a wide range of medical transportation, reimbursement, compliance, labor and employment, and corporate law issues. Steve has more than 35 years of experience as an EMT, paramedic, flight paramedic, EMS instructor, fire officer, and EMS administrator. He recently completed two terms as a member of the Panel of Commissioners for the Commission on Accreditation of Ambulance Services (CAAS), the national ambulance service accrediting body, and served as Chair during his final term.



Revenue Projections for Fluvanna County, Virginia

EMSIMC's revenue projection model takes into consideration numerous variables such as payor mix, service mix, average loaded miles, as well as your charges and the reimbursement rates for the region you serve. The result is a proven and accurate method of projecting EMS revenue. Based on the data you provided, EMSIMC is projecting to collect the following revenue for Fluvanna County, Virginia.

Annual Revenue Projections

| Range | Cash Collected Per Transport | Total Collections |
|-------|------------------------------|-------------------|
| Low | \$357 | \$732,564 |
| High | \$375 | \$769,500 |

EMS Billing Services Cost Proposal

Thank you for the opportunity to provide the proposal for EMS Billing Services to Fluvanna County, Virginia.

| EMS Billing Services 4.75% of net collections |
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Our full service, turnkey solution includes but is not limited to:

- Comprehensive revenue cycle management of all billable EMS call reports
- ePCR integration and secure billing export configuration
- Comprehensive reporting to meet the financial data and analytical needs of Fluvanna County
- Trending Model that provides annual financial revenue projections
- Real time online reporting via the web at <u>www.emsbilling.com</u>
- Ongoing documentation/compliance training and education
- Secure data and records warehousing
- Comprehensive compliance plan
- · Dedicated client relations team
- Integrated collection agency interface and comprehensive reporting

We are confident our firm will provide the most comprehensive, value-added EMS Revenue Cycle Management to Fluvanna County, Virginia. EMS|MC will prove to be a valuable long term partner. We will do this by delivering performance, accountability, and trust, ongoing throughout the duration of our relationship.





COUNTY OF POWHATAN, VIRGINIA CONTRACT BETWEEN THE COUNTY AND CONTRACTOR

| CONT | SALAN'S ENTRE ALEMENTAL TIES | E COUNT AND CONTR | ACIOR |
|---|------------------------------|---------------------------------------|----------------------------|
| This Contract, dated thist | he 6 th | lay of June 2012 | |
| between | | | |
| The County of Powhatan, Vi | rginia | · · · · · · · · · · · · · · · · · · · | |
| ("Owner") and | | | |
| EMS Management & Consu | tants, Inc. | | · |
| ("Contractor"), | | | |
| is binding among and between | n these parties as of the d | ate of the County's signatur | e. |
| | REC | ITALS | |
| The legal address for the C project documents are as foll | | tor and the addresses for del | ivery of Notices and other |
| County: | | | |
| Attn: | Brian T. Craig, C | ontract Officer | |
| Address: | 3834 Old Buckin | gham Road | |
| City, State, Zip | e: Powhatan, VA 23 | 139 | |
| Telephone: | 598-5610 ext. 2106 | FAX: 598-5695 | |
| Contractor: | | | |
| Attn: | Philip Averett, Pr | esident & CEO | |
| Address: | 2540 Empire Driv | e, Suite 100 | |
| City, State, Zir | v Winston Salem. N | JC 27103 | Exhibit 2 |

No. 1826

Pinehurst Resort

Telephone:

336-766-4448

FAX: 336-766-1279

2. The Project is identified as:

Project Title:

Billing for Emergency Transport Services

General Project Description: Professional emergency billing firm for an all-inclusive solution for the billing of emergency transports performed by the Powhatan Volunteer Rescue Squad (PVRS). The services shall include but are not limited to; training County and PVRS staff as requested by the County, assisting the PVRS regarding any federal permits or submissions, retrieving data pertaining to EMS transports to categorize the transport accurately, billing the appropriate parties in accordance with the resolution passed by the Powhatan Board of Supervisors, collecting the monies, and transferring the monies to the County.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

as prairable for the passes and commonous office in the controlled and Work for the Project in strict accordance with the Contract Documents.

- 2. CONTRACT DOCUMENTS: This Contract shall consist of the following:
 - This Contract Between Owner and Contractor;
 - Request for Proposals dated 4/27/12;
 - Addendum no. I dated-5/9/12;
 - EMS Management & Consultants, Inc. (EMS-MC) proposal dated 5/10/12;
 - Proposal Modification Summary dated 6/6/12;

All of these documents are incorporated herein by reference.

3. COMPENSATION TO BE PAID TO THE CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the amount of

4.75% PERCENT OF THE NET COLLECTIONS PER MONTH

- 4. NON-DISCRIMINATION: § 2.2-4311 of the Code of Virginia applies to this contract.
- 5. AUTHORIZATION TO TRANSACT BUSINESS: The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any

time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed on original thereof.

| For t | he CONTRACTOR: | | For the COUNTY: |
|-------|-----------------------------|-------------------|--|
| By: _ | (signature in ink) | G /G/12 | By: Com How Gate) (signature in ink) (date) |
| | Philip Acons (printed name) | v tt - | Elmer Hodge (printed name) |
| | Prisht (printed title) | · | County Administrator (printed title) |
| | | | Approved as to Form: By: (signature in ink) (date) Eric Gregory (printed name) |
| | | | County Attorney (printed title) |

Department of Administration and Finance



3834 Old Buckingham Road Powhatan, Virginia 23139

Tel 804-598-5612 Fax 804-598-7835 Website: www.powhatanya.gov

CONTRACT RENEWAL

Date:

June 9, 2014

Contract No.:

Emergency Services Billing Agreement

Renewal No.:

Two

Issued By:

COUNTY OF POWHATAN

Department of Finance and Administration

3834 Old Buckingham Road

Powhatan, VA 23139

Contractor:

EMS Management and Consultants

Commodity:

EMS Billing

This renewal is made pursuant to the provisions of the basic contract between the parties dated 06/06/2012.

Description:

The purpose of this renewal is to extend the contract for an additional year pursuant to the express terms of the agreement. The extension period will be from July 1, 2014 through June 30, 2015.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Emergency Management and Consultants

Laurie O'Quinn, CFO Name and Title (Type or Print) Date Signed County of Powhatan

Patricia Albertone 6/10/2014
Name and Title (Type or Print) Date Signed
County Admissistrature

Exhibit 6



Response for: RFP for Billing for Emergency Transport Services

Closing Date and Time May 14th, 2012 @ 3:00pm

Submitted to: County of Powhatan Office of Procurement 3834 Old Buckingham Road Powhatan, VA 23139

Submitted by:
Jason Crowell, Manager of Business Development
EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston Salem, NC 27103
(336) 406-8166
Jason.Crowell@emsbilling.com



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May 12th, 2012

County of Powhatan Office of Procurement 3834 Buckingham Road Powhatan, VA 23139

RE: RFP Billing for Emergency Transport Services

Dear Mr. Brian Craig, Procurement Officer and Selection Committee:

EMS Management and Consultants, Inc. (EMS|MC) is pleased to respond to this request for proposal and looks forward to the opportunity to forge a long term relationship with the County of Powhatan. EMS|MC has carefully and thoughtfully reviewed the Request for Proposal and our firm fully understands the requirements contained and agrees to its content. We are confident of our capability to deliver services to you and our custom tailored approach will ensure execution of the billing program in the manner desired.

Since EMS|MC's inception, our sole focus has been EMS billing for governmental clients and volunteer rescue squads. Throughout our 15 year history, our firm has delivered *trust*, *ongoing* to our clients and they have been the ultimate beneficiary of our disciplined business model.

Our firm is currently providing services for over two hundred EMS agencies throughout the region we serve (including Virginia) and have maintained a 98% municipal client retention rate. Our innovative technologies and custom designed applications have produced superior billing performance for similar clients such as: Amelia Rescue, Mathews Volunteer Rescue Squad, Augusta County, Bedford County Fire and Rescue, Lynchburg Fire Department, Hanover County Fire and EMS, and Rockingham County, Virginia.

Our clients will attest that our firm possesses the character, integrity, reputation, judgment, experience and efficiency required to meet the requirements as outlined in the RFP. Further our ability, capacity, skill and financial resources will ensure that the County of Powhatan receives the desired positive outcomes as part of our full service billing program.

The aforementioned industry knowledge and attributes have positioned us well to meet and exceed requirements stated in this RFP. A few of those examples are listed below:

- Our firm has a proven business plan that has achieved superior performance for clients of similar scope and demographics as the County of Powhatan.
- EMS|MC has a very strong track record of providing accountability and performance to our clients and our firm commits to providing the same to the County of Powhatan.



- EMS|MC provides exhaustive measures to prevent unnecessary write offs of collectable accounts-maximizing cash collections.
- EMS|MC is SAS 70 Type II Certified. Our internal controls have been tested and our EMS billing processes validated.
- We provide real time remote access to our billing system and superior reporting capabilities.
- Our firm is user friendly, understands you demand accountability and we will deliver services in the manner you desire.

Startup processes, collection performance and direct accountability to the County of Powhatan are the keys to successfully managing a new revenue recovery program. In our proposal we have demonstrated that we have the experience and disciplined processes in place to insure maximal collections and our turnkey solution is full of value added services designed to benefit the County. Most importantly, we possess the character and integrity to insure financial performance, responsiveness, and delivery of a well-managed customer service program to you. While we have stated these things many times throughout our proposal, we encourage you to contact our references for proof that our firm delivers on its promises.

Our goal is to forge a strong, long-term relationship built on trust and dependability through performance driven results, education and accountability. This extraordinary value will enhance the delivery of a cost effective EMS system and insure long term financial success.

EMS|MC is pleased to submit our proven solution for EMS Billing and Collection Services to the County of Powhatan. Thank you in advance for your careful and thoughtful consideration of our proposal.

Respectfully Submitted,

Philip Averett, President EMS Management & Consultants, Inc.

insert siganture page

Experience - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:

- Offeror's established experience record in providing comparable services to organizations similar to Powhatan County.
- Number and types of customers the Offeror has served with comparable services.
- Number of years Offeror has been providing these types of services.

Founded in 1996, EMS Management & Consultants, Inc. (EMS|MC) has grown to become the leading experts in EMS billing and reimbursement management. Throughout the past 16 years, our sole focus has been EMS billing with an emphasis on providing unequaled performance and service to our clients. Today, EMS|MC currently manages over 200 EMS billing clients, processing over 900,000 claims annually in Alabama, Florida, Illinois, Georgia, North Carolina, South Carolina, Tennessee and Virginia.

EMS|MC offers a very personal, customer-oriented service that is custom tailored to meet the requirements of each client. We continually develop our technology and applications based on our client's needs to insure that we deliver the highest quality service. This customized "best practice" approach delivers an individualized service to each client that ensures a high performing account with the greatest level of customer satisfaction.

Our firm is committed to delivering the highest quality customer service programs in the industry. This includes a variety of on-site training programs, which are inclusive of our fee and our annual EMS leadership conference, *EMSPIRE*. We also continue to provide our clients with value added professional consulting services designed to insure a "best practice" approach. This incorporates everything from a sound QA/QI program to formal education on reimbursement and legislative issues to proactively managing areas of key risk. Our experience, knowledge and leadership have helped set the standard in professional EMS billing practices. With over 16 years of proven experience, EMS|MC is committed to continually providing this same value added service to Powhatan County. *Further, our custom tailored approach will ensure execution of the billing program in the manner the County desires*.



EMS|MC will provide service and results. Based on our collection experience with similar Virginia localities and Powhatan County EMS|MC projects collections to fall within the following range.

| Range | Annual Billable | Revenue Collected per | *Total Annual Revenue |
|--------|---------------------|-----------------------------|-------------------------|
| | Transports 2,020 | Transport \$315.86 | \$638,037.20 |
| Low | 2,020 | \$386.05 | \$779,821.00 |
| 111910 | | I-ina haya had a full 12 mi | onthe to fully pay out. |

^{*}Total Annual Revenue representative of total once claims have had a full 12 months to fully pay out.

On the following pages, we have outlined the foundation for which we will provide outstanding performance, service and trust, ongoing throughout the duration of our relationship.

Experience with Start-up revenue Recovery Clients

EMS|MC has a vast amount of experience in managing new revenue recovery clients throughout the Southeast. Specific to Virginia, our firm has managed the following new billing programs.

- Bedford County Fire and Rescue
- Mathews County Rescue
- City of Harrisonburg
- Augusta County
- Rockingham County
- Rockbridge County
- Shenandoah County

Our experience will prove to be a valuable asset Powhatan County as our program is turnkey and provides the commitment to you and the necessary resources to insure a smooth transition.

Our Experience in your Region

EMSIMC has a great deal of experience and several highly satisfied clients in the region you are located. Our proximity to Powhatan County and our clients located within the region gives our firm an enhanced ability to personally serve the needs of you and the patients you serve. We have included contact information for the following localities in the reference section of our proposal.

- Amelia County
- Augusta County
- Bedford Fire and Rescue
- Hanover County

- Lynchburg
- Rockingham County
- Shenandoah County



Performance History

EMS|MC has an immaculate service record. Throughout our 16 year history, we have maintained a 98% client retention rate and have several clients of similar scope and size to that of Powhatan County. Our clients will attest to our overall performance and verify that we deliver what we promise.

A Key Differentiator

Unlike our competitors, EMSIMC does not use fully automated processing for the coding of EMS claims. In EMS billing, automated processes are inherently more risky and claims can be miscoded. Our philosophy is to effectively train and utilize skilled billing technicians that are trained specifically in ambulance reimbursement; our process is best industry practice. To Powhatan County, this equates to a more thorough management of each claim resulting in higher collections. In our proposal, we have detailed processes that have consistently proved to maximize the productivity of each step of the claims management process. Our business plan is proven and in the ever changing regulatory world of EMS billing, we have the upper hand in delivering trust and performance to Powhatan County.

Proven Business Model/Plan

EMS|MC provides a proven business model that has achieved superior outcomes for over 200 EMS organizations throughout the southeast. Our comprehensive approach to the EMS billing process is the foundation for superior results. EMS|MC understands that our customers must have complete confidence in our ability to manage every facet of the revenue cycle management process. From claim submission to payment, EMS|MC will earn your trust by providing strict attention to the details of your account

Claims Management and Separation of Duties

Our firm believes strongly in the philosophy of separation of duties between each function of claims management. This separation allows us to monitor, measure, and maximize performance at each level of the billing process. This prevents any bottlenecks in the overall process and insures that all claims throughout the billing cycle are being properly and expeditiously managed. The results our clients glean from this strict process management are increased cash flow and higher collection percentages. We are often asked how our firm is able to provide consistently higher reimbursements for our customers. Although the process is complicated and many factors go into our success, adherence to these strict processes is one of the areas that will produce increased results.



Fiscal Accountability

EMS|MC's proven business model provides unequaled integration and accountability to County Finance Departments. Our advanced understanding of the billing process and proficiency in the use of crystal reports provides accurate reporting on any data point and allows us to provide customized accounting and performance based reports. Through County auditing processes, our firm continues to be recognized for our disciplined methodology and reconciliation processes throughout the claims management process.

EMS|MC is SAS 70 Type II Certified

Our internal controls have been thoroughly reviewed and validated to meet or exceed industry standards which will ensure Powhatan County receives the highest degree of accountability throughout the claims management process.

This audit focused specifically on billing and payment posting procedures, to include but not limited to: Trip Tracking and Processing, Payment Processing and Reporting, and Invoice Processing. We will continue to have a SAS 70 Type II audit conducted on an annual basis. Successfully completing a SAS 70 Type II audit sets us apart from other EMS billing companies.

Emphasis on Integrity and Trust

EMS|MC believes that success for our customers is built on the trust that is achieved through long term relationships. The team assigned to Powhatan County will closely monitor the performance of your account to insure that we are achieving maximum performance. Powhatan County will be made aware of any issues with your account immediately. *EMS|MC will monitor your account and our team will meet with you on a monthly basis to review your performance (more often if the needed)*.

Our Continued Commitment to Regional and National EMS Involvement

EMS Management & Consultants is proud to be a member and supporter of various National trade organizations including the American Ambulance Association (AAA), and the Healthcare Billing and Management Association (HBMA). Locally we support Virginia Office of EMS at the annual symposium, The Virginia Fire Chiefs Association (VFCA), Virginia Association of Volunteer Rescue Squads (VAVRS), Virginia Fire Chiefs Foundation (VFCF), and the Virginia Association of Counties (VACO).



Our Commitment to Powhatan County

Our firm will provide a strong commitment to implementing the very latest in secure, automated technology and client/patient friendly processes. We will establish a record of consistent performance enhancement; offer proven value-added customer services and develop a relationship built upon trust, dependability and full accountability. Our experience, knowledge and leadership have helped set the standard in professional EMS billing practices. With over 16 years of proven experience, EMS|MC is committed to continually providing this same value added service to Powhatan County.

EMS|MC has a long history of delivering on our promises and doing what we say we will do. We encourage you to check our references as they are a testament to the quality of our organization.



A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the County'. For each reference, detail: Name of firm; Address of firm; Name, title, address, e-mail address, and phone and fax number of a contact for the firm; Number of years Offeror has served the firm; and brief summary of scope of services provided.

| Organization | Area Served | Contact | Service Date | Service Provided | Volume |
|--------------------------------------|--------------------------|---|-----------------------|--|--------|
| Amelia County | Amelia County, VA | Gene Kirkman, Billing Coordinator gkirkman@tds.net (804) 561-2339 | 1/1/2006 - Present | EMS Billing and Collection Service | 1,000 |
| Augusta County EMS | Augusta County, VA | Minday Craun, Lieutenant mcraun@co.augusta.va.us (540) 245-5283 | 4/1/2010 - Present | EMS Billing and Collection Service | 3,000 |
| Bedford Fire and Rescue | Bedford County, VA | Jack Jones, Chief jjones@co.bedford.va.us (540) 587-0700 | 7/1/2007 - Present | EMS Billing and Collection Service | 4,300 |
| Hanover County, VA | Hanover, VA | Tina Capece, Business Manager thcapece@co.hanover.va.us (804) 537-6195 | 9/1/2009 - Present | EMS Billing and Collection Service | 6,500 |
| Lynchburg Fire Department | Lynchburg, VA | Ellen Davidson-Martin, Fire Admin. Mgr. ellen.davidson martin@lynchburgva.gov (434) 455-6368 | 6/1/2009 - Present | EMS Billing and Collection Service | 11,000 |
| Rockingham County Fire | Rockingham, VA | Robbie Symons, Chief rsymons@rockinghamcountyva.gov (540) 564-3175 | 1/1/2010 - Present | EMS Billing and Collection Service | 4,200 |
| Shenandoah County Fire and Rescue | Shenandoah County, VA | Kenny Monkman, EMS Billing Technician (540) 459-6167 emsbilling@shenandoahcountyva.us | 1/1/2012 - Present | EMS Billing and Collection Service | 3,200 |

Information detailing projects of similar scope Offeror is currently engaged in, including:

Other available documentation to verify Offeror's experience.

We believe results are best in demonstrating experience. We have therefore provided a performance matrix below of several clients that are similar in scope to that of Powhatan County.

Average Revenue Collected per Transport 1/01/2010 through 12/31/2010 \$450.00 \$400.00 \$350.00 \$250.00 \$250.00 \$250.00 \$150.00 \$150.00 \$550.00 \$50.00 \$50.00

Projected Revenue-Locality Comparison

A Key Differentiator

Unlike our competitors, EMSIMC does not use fully automated processing for the coding of claims. The automated coding process is more risky and increases the likelihood that a claim will be miscoded. Our philosophy is to effectively train and utilize certified ambulance billing technicians, this is best industry practice. This means a more thorough management of each claim, resulting in higher collections for our clients.

Our continued growth and widely recognized reputation prove that EMSIMC is highly successful, experienced, and will continue to be a strong company dedicated to EMS billing and reimbursement services for years to come. The following proposal will detail our method which has proven to maximize the productivity of each step of the claims management process. Our customized "best practice" approach delivers an individualized service to each client; this ensures a high performing account with the greatest level of customer satisfaction.



Stability and Efficiency

EMSIMC takes many steps to maintain stability within our organization. Step one is employing a large well trained and devoted staff so workflow is consistent. Secondly, we cross train for all critical positions, such as our Import Specialist, this means if a staff member is unable to work there is someone who can and will take over. Lastly, our claims management teams are structured so that no one person's absence or decision to separate from our firm can negatively effect the performance of a client's account.



Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

 Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc. Describe all successes, challenges and/or failures.

Founded in 1996, EMS Management & Consultants, Inc. (EMS|MC) has grown to become one of the leading experts in EMS billing and reimbursement management. Throughout the past fifteen years our sole focus has been and will continue to be EMS billing, with an emphasis on providing unequaled performance and service to our clients.

Our continued growth, expansion, and widely recognized reputation prove that EMS|MC is highly successful, experienced, and will continue to be a strong company dedicated to EMS billing and reimbursement services for years to come.

EMS Management & Consultants, Inc. (EMS|MC) is a "C" corporation. We have two locations: our corporate office in Winston Salem, North Carolina and a second office in West Point, Georgia. EMS|MC was incorporated in 1999.

Corporate Office

EMS Management & Consultants, Inc. 2540 Empire Drive, Suite 100 Winston Salem, North Carolina 27103

Georgia Office

3008 West 8th St Suite 101 West Point, GA 31833

Mailing Address

EMS Management & Consultants, Inc. PO Box 863
Lewisville, North Carolina 27023

Mailing Address

PO Box 471 West Point, GA 31833



Our Capacity

EMS|MC continues to grow thoughtfully with an emphasis on continued strong relationships, service and performance with current clients. Our firm employees a large staff and requires cross training of all critical positions. This approach insures that we have multiple staff members trained to fill key positions. We are fortunate to have a committed staff with very minimal turnover and pledge to keep you informed should a critical member of your team resign. We fully understand the responsibility and commitment we have made to your organization to provide consistent, quality performance at all times.

In addition to our staff, EMS|MC is constantly improving its operating efficiency management through investment in people and infrastructure. We continually seek new and improved technologies that will better serve our clients and increase collections. At the same time, this continues to increase our efficiencies and reduce both client and vendor cost. Our clients become the ultimate beneficiary in our business model. Our commitment to operating efficiencies will insure fiscal responsibility and high return for Powhatan County at a cost that will remain fixed.

Emphasis on Relationships and Trust

EMS|MC believes that success for our customers is built on the trust that is achieved through long term relationships. Our clients become like family and develop personal relationships with members of the EMS|MC staff from the CEO, CFO to the billing team and Customer Service representatives. It is important for us to understand Division of Fire and Rescue's needs at each level of your organization in order for us to be highly responsive to those needs. The team assigned to the County will closely monitor the performance of your account to insure that we are achieving maximum performance. Powhatan County will be made aware of any issues with your account immediately. EMS|MC will monitor your account and our Management Team will meet with you on a quarterly basis to review your performance (more often if the needed).

Successes

Our success lies in our ability to thoughtfully manage growth and deliver on our promises. We continually provide both top performing collections and responsiveness to client needs. This is ongoing, not just at the beginning of the relationship. Our 98% client retention rate is far more important than obtaining new business.

Challenges

Challenges include staying on top of the ever changing regulatory environment. To combat this we have recruited seasoned industry professionals that have worked with Medicare Government contractors as well as individuals from EMS backgrounds such as operations, administration and business development.

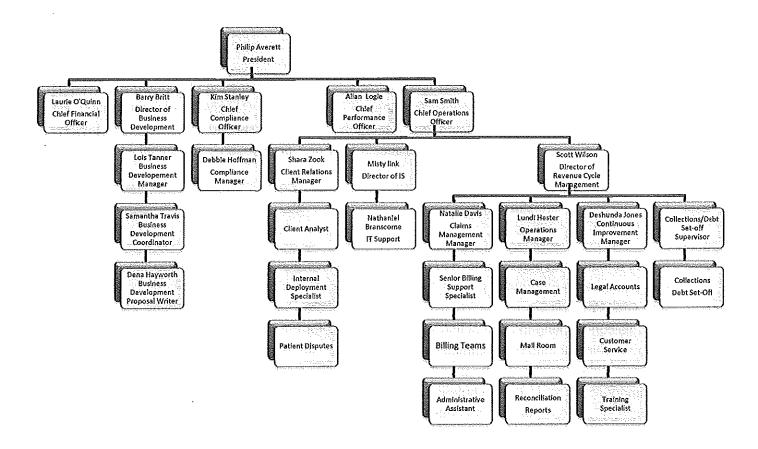


Additionally, the competitive environment within the EMS billing industry has increased and drove fees down. This is evidenced by your current fee vs. the fees you will receive as part of this bid process. As the industry becomes more competitive, it is paramount that firms increase efficiencies in order stay competitive and still maintain the same quality level of service. You will find that we have tackled this head-on and we are still able to provide our clients the same level of service and maintain our industry high collection percentages.



• Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.

Organization Chart of Principal Personnel



Philip Averett, President and Chief Executive Officer (336) 714-9085

Philip.Averett@emsbilling.com

Graduate of the University of Delaware with a Bachelor's degree in Human Resources and Consumer Economics. Before becoming co-owner of EMS|MC 1997, he served as an Operations Manager with Federal Express. As an extremely personable and committed professional, his reputation for providing excellent customer support is widely recognized. As the leader of EMS|MC, Philip makes an extraordinary effort to thoroughly understand our client's needs and issues. Philip continues to personally take the responsibility of driving superior performance and ensures that his values of serving our clients are maintained throughout our organization.



Allan Logie, Chief Financial Officer (336) 714-9090

Allan.Logie@emsbilling.com

Graduated from Wake Forest University with an undergraduate degree in Business and received an MBA with concentrations in Finance and Management from the University of North Carolina-Chapel Hill. Most recently, Allan was Vice President /General Manager of Unifi, Inc.'s Non-woven Division. He also worked for United Airlines and Wachovia Bank. As Chief Performance Officer, his focus includes strategic planning, IT, operations process improvement and client performance. Allan became a shareholder of the company in 2003. Today, Allan plays a vital role in analytical data management, qualitative/quantitative trending and benchmarking for our clients, client financial analysis and coordinating critical software and IT projects. Allan is the primary contact for Finance Directors and County/City Administration. His comprehensive knowledge of data management, financial analysis and fiscal reporting, process improvement and complex problem solving capabilities provide an exceptional value to our clients.

Kim Stanley, Chief Compliance Officer Office (336) 714-9091

kim.stanley@emsbilling.com

Kim is a leading expert in EMS reimbursement practice and policy and brings over 18 years of reimbursement and regulatory compliance experience to EMS|MC. She formerly was employed with CIGNA Medicare as the TN, NC, and ID Medicare Part B contractor. She served as the EMS liaison working in conjunction with the Centers for Medicare/Medicaid Services (CMS) on various reimbursement committees to develop Ambulance Medicare policy and was instrumental in the development and deployment of the National Fee Schedule. She served as a primary resource to the ambulance suppliers of NC, TN and ID and the State EMS Directors Associations before, during, and after the implementation of the Fee Schedule. Working on the provider side now, she continues to serve as a national advocate and resource for EMS suppliers through several local and state advisory groups and reimbursement committees.

Laurie O'Quinn, Chief Financial Officer

(336) 397-3798

Laurie.oquinn@emsbilling.com

Laurie is a graduate of the University of Georgia with an undergraduate degree in Accounting. She has been a Certified Public Accountant licensed in the state of Georgia since 1987. She recently joined the company after having served as Vice President of Finance for Inmar, Inc. in Winston-Salem for eleven years. She also previously served as Chief Financial Officer for Storehouse, Inc. and TheraTx, Inc. in Atlanta, Georgia. Laurie has extensive financial, treasury and risk management experience, as well as expertise in financial systems design and implementation, mergers and acquisitions, and operations.



Scott Wilson, Director of Revenue Cycle Management (336) 397-3954

scott.wilson@emsbilling.com

Scott Wilson is a graduate of Wake Forest University with an undergraduate degree in Business Administration, and has direct responsibility for claims management, customer service, support operations, and continuous improvement. Prior to joining EMS|MC, Scott worked in executive level positions with several companies including Lynncore MedGroup Inc. and Bentbrook Furniture, LP. Most recently, Scott served as the president and owner of a medical equipment company serving major metropolitan areas in the southeast region of the United States.

Sam Smith, Chief Operating Officer

(336) 245-6036

Sam.Smith@emsbilling.com

Sam graduated from Davidson College with an undergraduate degree in Economics. He enjoyed nearly 20 years in the manufacturing industry including positions serving as the President of Yizheng Unifi Fiber Industries, Ltd. in Nanjing, China; and Vice President of North American Operations; Director of North American Sales & Service; Corporate Human Resources Director, and several other senior level roles for Unifi, Inc. Most recently, Sam has been president and owner of a home improvement company serving the major metropolitan areas of North Carolina. Since joining EMS|MC Sam has provided direction for the company's operations including all aspects of claims management, customer service, human resources, and development.

Misty Link, Director of IS (336) 714-9080

misty.link@emsbilling.com

Misty has over 9 years of experience in network support and administration with advanced technical troubleshooting skills. Presently supporting 90+ users on a help desk level for both software and hardware issues. She has a degree in Applied Science in Information System Networking Administration and Support. Her Certification in Information Systems includes — Helpdesk, Cisco Routing and Switching, Novell NDIS 5.1 Advanced Administration, Microsoft Windows 2000 Professional Administration, Microsoft Windows 2000 Server Administration, Citrix MetaFrame 1.8 Administration and Citrix MetaFrame Xpe Advanced Management. She is also highly skilled in our billing software, EMS field data software integration and Crystal Reports.

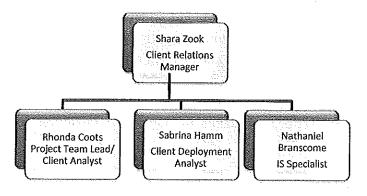


Barry Britt, BS, EMT-P, Director of Business Development (336) 409-1849

barry.britt@emsbilling.com

Barry began working with EMS|MC in January of 2008. Prior to coming to EMS|MC, Barry worked for over 25 years in the EMS industry. Working as a paramedic in Guilford County, Barry later served as EMS Director in Moore County (Pinehurst), EMS Director in Wake County (Raleigh) and as an Associate Professor in the Emergency Medical Science program at Sandhills Community College. Barry oversees our Business Development Department with sales and marketing opportunities in our existing regions and is focusing his efforts on researching new market opportunities that fit within our distinct growth strategies.

Powhatan County Project Team



Rhonda Coots, Client Analyst (336) 245-6038

Rhonda.coots@emsbilling.com

Rhonda has been with EMS|MC for 6 years and will serve in a project management and advocacy role for our clients. Rhonda is responsible for ensuring a smooth transition for our new clients during the deployment process and serves as the liaison for the clients to the team leads. She communicates client specifications and requirements to the claims management department. Additionally, she is develops external relationships between EMS|MC and external payors for policy and payment issues.



Shara Zook, Client Relations Manager (336) 406-2269

shara.zook@emsbilling.com

Shara Zook will serve as the Client Relation Manager for transition and deployment process. Shara has a vast amount of experience in ambulance billing and collections. Prior to her employment with EMS|MC, she was employed by CIGNA Medicare for 11 years as the Provider Relations Representative serving as the primary contact for EMS organizations. Shara brings many years of experience working directly with providers in the healthcare field and will ensure that all requests are handled timely and professionally.

Sabrina Hamm, Client Deployment Analyst

(336) 397-3740

Sabrina.Hamm@emsbilling.com

Sabrina Hamm has been with EMS|MC since 2008. Originally from Baltimore Maryland, Sabrina comes to EMS|MC with over ten years of customer service experience with Mercy Medical Center. Sabrina began her career with EMS|MC as a member of our Customer Service team and now serves as the Client Deployment Analyst in the Client Services department.

Nathaniel Branscome, IS Support

(336) 714-9081

Nathaniel.Branscome@emsbilling.com

Nathaniel graduated from the University of North Carolina at Greensboro with an undergraduate BFA degree with Science and Design concentrations and holds over seven years of experience in file management, technical QA, graphic and web design, and customer service for such clients as RJR, Sarah Lee, Good Housekeeping, and Tanglewood Arboretum.



Size and location of the office that will serve the County;

Corporate Office

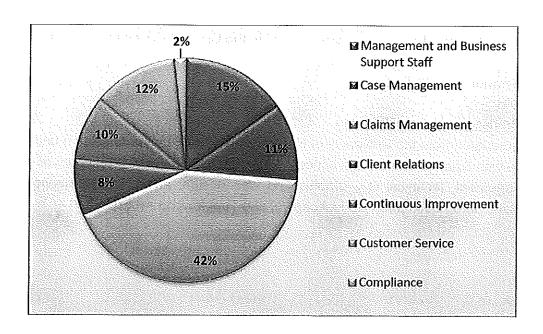
EMS Management & Consultants, Inc. 2540 Empire Drive, Suite 100 Winston Salem, North Carolina 27103

Mailing Address

EMS Management & Consultants, Inc. PO Box 863
Lewisville, North Carolina 27023

Currently EMS|MC's employee base is 175 personnel. All employees are located in the Southeastern US. The Powhatan County contract will be serviced from our NC Corporate office which is located just 3 hours from Powhatan County in Winston Salem.

As part of our thoughtful and controlled growth strategy, we continually bring on new staff so that we can properly and efficiently serve the needs of current and prospective clients. Below is an employment break down chart, which shows the departments and employment level in each.



 Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.

Our sole focus and core competency is billing for governmental EMS agencies and we do not engage in additional medical billing practices. This is important to our clients as 100% of our resources are dedicated to business model. As a result of this, we have developed a very specific disciplined program that yields impressive results for our clients. This is supported by our client retention rate, our performance with current clients, our SAS 70 Type II certification and our continued compliance with County and City Auditors.

Our firm has the scalable technology, infrastructure and resources to accept and properly manage the billing and collections workload for Powhatan County. Our continued growth and expansion and widely recognized reputation collectively provide significant evidence that EMS|MC is highly successful, experienced and will continue to be a strong company dedicated to EMS billing and reimbursement services. Our firm currently has the equipment and infrastructure in place to successfully perform all services for the County EMS Billing and Collection Services contract.

Additionally, EMS EMS|MC has a vast amount of experience in deploying and successfully managing the needs of several high profile clients. We have included theses clients in Reference Section of our response. EMS|MC is prepared to deploy and begin all billing services within 45 to 60 days of award of contract.

Performance History

EMS|MC has an immaculate service record. Throughout our 16 year history, we have maintained a 98% governmental client retention rate and have several clients of similar scope and size to that of the County of Powhatan. Our references will attest to our excellent performance and reliability.

Proven Business Model/Plan

EMS|MC provides a proven business model that has achieved superior results for the over 200 EMS organizations we serve. Our comprehensive approach to the EMS billing process is the foundation for these results. We understand that our clients must have complete confidence in our ability to manage every aspect of the revenue cycle management process. Strict attention to detail is given to each claim; from import and throughout the billing process, until payment is delivered to the County. We strive to deliver excellence in everything we do.



Fiscal Accountability

EMS|MC's proven business model provides unequaled integration and accountability to Finance Departments. Our advanced understanding of the billing process and proficiency in the use of Crystal Reports provides accurate reporting on any data point which allows us to provide customized accounting and performance based reports. Through auditing processes, our firm continues to be recognized for our disciplined methodology and reconciliation processes throughout the claims management cycle. EMS|MC will monitor your account and our team will meet with you on a quarterly basis to review your performance (more often if needed).

Separation of Duties

As supported by our SAS 70 Type II Audit, our firm believes strongly in the philosophy of separation of duties between each function of the claims management cycle. No one person in our organization guides a claim through its entire process from import to payment. This separation allows us to monitor, measure, and maximize performance at each level of the billing process. This structure identifies bottlenecks and allows for a quick resolution; if a problem occurs we can easily pinpoint and fix the issue. Separation of duties ensures that all claims throughout the billing cycle are being properly and expeditiously managed. The results our clients gain from this strict process management are increased cash flow and higher collection percentages.



CAAS Compliant

The Commission on Accreditation of Ambulance Services (CAAS) is open to any licensed ground ambulance agency. CAAS Accreditation guarantees a "gold standard" of service with ground ambulance providers from level of care to increased efficiencies. All CAAS accredited agencies are also required to adhere to three standards related to billing.

In order for accredited agencies to remain complaint with CAAS standards they must utilize a billing company which is in compliance with the three CAAS billing standards. Many of our current clients maintain CAAS accreditation demonstrating our level of compliance to these standards.

CAAS billing standards:

- Written Accounts Receivable policies, including sections on: Customer Service, Collections, Exceptions/Write-Offs, Complaint Handling, and Insurance Denials.
- Written documentation of our comprehensive training program for our coders, including training in all relevant ambulance billing and coding topics, including: the role, which Call Intake and Dispatch play in compliant billing; interpretation of, and the billing requirements of proper Patient Care Documentation; proper coding and submission of ambulance claims; specific requirements of common payors, including Medicare, Medicaid and any other payors commonly found in the agency's patient population; proper follow-up of ambulance claims, including payment handling, over-payments, denials and appeals; and comprehensive training on billing compliance, including false claims, the anti-kickback statute, HIPAA and general ambulance billing compliance.
 Documentation of annual continuing education for all AR/Billing/Coding personnel.
- Insurance coverage to address financial risk issues, including: General Liability, Automobile Liability, Workers Compensation/Employers Liability, Medical Professional Malpractice, and Directors & Officers Insurance for the members of the Board of Directors.



 Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.

Shara Zook, Client Relations Manager (336) 406-2269

shara.zook@emsbilling.com

Shara Zook will serve as the Client Relation Manager for transition and deployment process. Shara has a vast amount of experience in ambulance billing and collections. Prior to her employment with EMS|MC, she was employed by CIGNA Medicare for 11 years as the Provider Relations Representative serving as the primary contact for EMS organizations. Shara brings many years of experience working directly with providers in the healthcare field and will ensure that all requests are handled timely and professionally.

Rhonda Coots, Client Analyst

(336) 245-6038

Rhonda.coots@emsbilling.com

Rhonda has been with EMS|MC for 6 years and will serve in a project management and advocacy role for our clients. Rhonda is responsible for ensuring a smooth transition for our new clients during the deployment process and serves as the liaison for the clients to the team leads. She communicates client specifications and requirements to the claims management department. Additionally, she is develops external relationships between EMS|MC and external payors for policy and payment issues.

Sabrina Hamm, Client Deployment Analyst

(336) 397-3740

Sabrina.Hamm@emsbilling.com

Sabrina Hamm has been with EMS|MC since 2008. Originally from Baltimore Maryland, Sabrina comes to EMS|MC with over ten years of customer service experience with Mercy Medical Center. Sabrina began her career with EMS|MC as a member of our Customer Service team and now serves as the Client Deployment Analyst in the Client Services department.

Nathaniel Branscome, IS Support

(336) 714-9081

Nathaniel.Branscome@emsbilling.com

Nathaniel graduated from the University of North Carolina at Greensboro with an undergraduate BFA degree with Science and Design concentrations and holds over seven years of experience in file management, technical QA, graphic and web design, and customer service for such clients as RJR, Sarah Lee, Good Housekeeping, and Tanglewood Arboretum.



Shara L. Zook

Employment/Experience

EMS Management & Consultants (EMS | MC), Winston Salem, NC November 2008 to Current

Client Relations Manager

Managed all aspects of Client Relations at EMS|MC including a team of individuals who function in a separate capacity from operations to serve as an advocate for the client both internally and externally. All members of the Client Relations team are tasked with supporting the needs of the client while working with other departments within the organization to ensure that those needs and expectations are met.

Client Relations Activities:

- Department serves as central point of contact for all Clients
- Develop relationships built on trust and integrity to promote customer loyalty
- · Regular meetings with Clients to review account performance
- Training EMTs and Paramedics on Billing and Compliance issues
- Analyzing account performance and trends to identify needs and potential accounts at risk
- Implementation and deployment of new clients to ensure a smooth transitions to EMS[MC

CIGNA Government Services, High Point, NC September 1997 to Current

Provider Relations - August 2006 to November 2008

The Centers for Medicare & Medicaid Services (CMS) requires outreach and education tailored to the provider community. The educational elements include general instruction regarding the Medicare program, basic coding instruction, coding, and program/policy changes.

Previous positions within CIGNA Government Services include:

- Provider Relations Research Specialist (PRRS)
- Electronic Data Interchange (EDI) Supervisor

Education

Masters Certification, Healthcare Corporate Compliance, May 2012 The George Washington University, Washington, DC

Bachelor of Science, Zoology, June 1997 University of Washington, Seattle, WA

High School Diploma, 1992 Bellevue Christian High School, Bellevue, WA

Rhonda Coots

Employment/Experience

EMS Management & Consultants (EMSMC), Winston-Salem, NC October 2005 – present

Senior Client Analyst

- Serve as single point of contact for clients
- · Monitor client accounts for performance and meet with clients to review
- Act as a liaison between the client and all departments within EMSMC
- Assist new clients with implementation and deployment of their revenue recovery plan
- Provided documentation and compliance training to EMS agencies
- Work with other departments internally to meet client expectations

Virginia Department of Social Services, Galax, VA

Eligibility Specialist

- Interviewed patrons and assisted with verifying eligibility for Medicaid and other government programs
- Collected data for verification of Medicaid application
- Contacted medical providers to verify account information for potential Medicaid recipients

Dr. Martha Wilson, Dermatologist, Galax, VA

Office Point Person

- · Filed all insurance claims
- Followed up on all unpaid and denied claims
- Invoiced patients for additional balances
- · Acted as back up for check-in and check-out
- Assisted with patient pre-visit interviews
- Maintained inventory
- Maintained accounts payable

Education

High School Diploma Galax High School, 1984

Certification in Medical Billing Thompson Education Direct, 2005

Associates in Emergency Preparedness Technology
Forsyth Technical Institute, Winston-Salem, NC (currently enrolled)

Sabrina Hamm

Client Deployment Analyst 7/28/10- Present

- Gathers all pertinent information necessary, for the preparation and submission of all enrollment applications to Medicare, Medicaid and other government/ commercial payers, for new and existing clients.
- Performs consistent follow up with all major payers to track application statuses.
- Informs all internal departments of application approvals, to ensure timely filing of claims; provides confirmation letters and newly issued provider numbers to clients upon request.
- Contacts major payers to keep them updated of all provider information such as bank account changes for continued EFT payments, billing address changes for receipt of remittance advices and other claim related documentation, etc..
- Keeps file of all provider licenses and submits them to government payers to keep billing privileges active
- Communicates with clients on patient account balances/ billing history.
- Takes incoming calls from patients providing insurance information or inquiring about general account information.

Nathaniel Branscome - IT Support

Professional Profile

Position Objective

Provide accurate and timely assistance and problem resolution services in a professional manner to EMSMC employees, teleworkers, business partners, and clients.

Skills Summary

Active listening, Customer/Personal Service, Computer/technical knowledge, Speech clarity, Company values, Teamwork, Verbal expression, Reading comprehension, Employee relations, Service orientation, Inductive Reasoning, Knows the business, Instruction, Deductive Reasoning, Problem solving, Problem-solving

Professional Experience

Primary Functional Expertise

- Provide first-level contact and problem resolution for all users with hardware, software, and applications problems.
- Act as a liaison between clients and internal staff to assure accurate problem interpretation. Maintain communications with both parties during the problem resolution process.
- Participate in major IT projects as needed.
- Provide accurate and timely logging of problems and resolution for problems in the help desk software.
- Escalate problems and/or concerns to appropriate management in a timely manner.
- Maintain in-depth knowledge of all applications and IT related processes.
- Set up new hardware, software, and user access accounts in accordance with company standards.
- Monitor and maintain hardware and software applications including operating systems, antivirus, and all business related applications.
- Assign/maintain user login information for websites and FTP Servers as needed
- Consistently support and demonstrate the company mission and values

Professional History

EMSIMC – WINSTON-SALEM IT SUPPORT, 2006

Education

UNIVERSITY NORTH CAROLINA - GREENSBORO BFA, 2001

- Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
 - Contact for prompt contract administration upon award of the contract;
 - Contact during the period of evaluation;
 - Authorized agent to accept any notices provided for in this contract.

Primary Contact

Jason Crowell, Regional Business Development Manager jason.crowell@emsbilling.com

Phone: (336) 406-8166 Fax: (336) 766-1279 Hours of availability: 24/7

> Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.

EMS Management & Consultants, Inc. (EMS|MC) is a "C" corporation. Copeley Capital www.copeleycapital.com a private equity firm, is the majority shareholder. In March of 2009, EMS|MC acquired Georgia based ABC Billing. We have two locations: our corporate office in Winston Salem, North Carolina and a second office in West Point, Georgia. EMS|MC was incorporated in 1999.

Principle Officers

Philip Averett: Secretary and President Allan Logie: Treasurer and Vice President

A detailed history of all mergers or acquisitions.

In March of 2009, EMS|MC acquired Georgia based ABC Billing.



A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

Please see Attachment A.

 A detailed list of contractor licenses held, including license class and number.

This question appears to be directed toward construction contractors. We have provided a copy of our business license as Attachment A.

 Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and s capability to perform under this contract. Include any financial ratings held by the firm.

EMSMC's financial condition has steadily strengthened over the life of the company with a 1.3 debt to equity ratio at 12-31-2011. The company is adequately capitalized with a one million dollar line of credit. The repayment of the long term debt is ahead of schedule and will be paid off no later than August 2013. The goal for the top line is manageable, sustainable growth with a disciplined focus. We strongly believe we have achieved this goal. Please see Attachment B for our audited financials.



• If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

Subcontractors

These firms provide ancillary services not related to the billing process which allows our firm to focus on our core competency of EMS Billing.

Dantom Systems, Inc.

46695 Magellan Drive
Novi, MI 48377-2442
Dan Waldecker
Sales Representative
248-926-8800 ext. 224
dwaldecker@dantomsystems.com

www.dantomsystems.com

National Change of Address (NCOA services), printing and mailing of patient statements

Since: March 2003

Technosoft Corporation

28411 Northwestern Highway
Suite 640
Southfield, MI 48034
Setu Patel
609-936-7223
setu.patel@technosoftcorp.com
www.technosoftcorp.com
Posting of payments
Since: August 2005



Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:

 An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.

We have carefully and thoughtfully reviewed the Request for Proposal and fully understand the requirements as stated by Powhatan County. Our firm agrees to its content and is positive of our capability to deliver services to the County. Our custom tailored approach will ensure execution of the billing program in the manner you desire.

Our firm understands the project and does not have concerns regarding scheduling or concept. Further, EMS|MC is highly qualified to successfully manage this project and exceed expectations.

The increased cost of healthcare and growing budget constraints have made effective and efficient healthcare billing more important than ever before. EMS is no exception to this rule. Today, EMS billing has become extremely competitive and complex for all systems, whether public or private. EMSIMC provides the solution to this problem with improved methods of compassionate billing and cost recovery. Furthermore, we will go above and beyond your request and offer the latest in secure automated technology, customer service, and performance.

EMS|MC understands that the ultimate goal of this outsourced billing project is to increase revenue streams for Powhatan County while improving efficiencies and delivering a higher level of service. Our firm is well positioned and experienced to achieve these goals. In order for the program to be successful, the firm that is chosen must provide performance, complete accountability, and transparency throughout the billing process with very few touch points for County staff. Our disciplined billing program, responsive customer service, and proven analytical skills coupled with our state specific experience will meet those needs and guarantee the program's success.

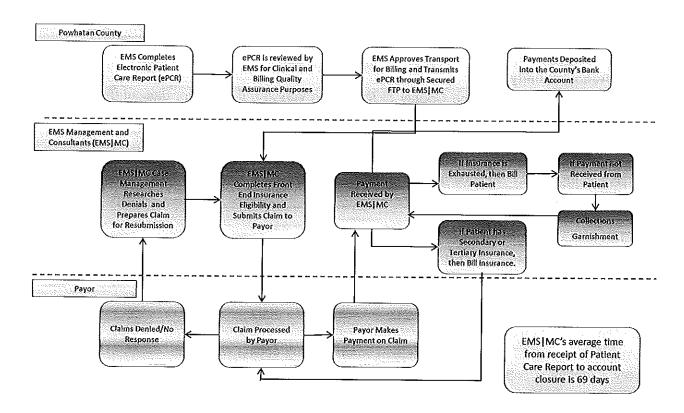


 Best practice approaches to providing services to the County that enhance efficiency and effectiveness. Innovative solutions will be considered by the County. Each of the Specific Requirements set forth under the Scope of Work specified in this RFP.

Claims Management Process

Below we have outlined our comprehensive claims management process. Directly following the claims management chart, we have detailed how our firm exhaustively manages the ems billing process.

Claims Management Process



Import of Electronic Patient Care Records

EMS|MC has a refined process and policy of receiving and efficiently managing electronic patient care reports (ePCR). As required in the reporting section of the RFP, our firm provides written verification that the transport was imported with an *Import Confirmation Report*. Additionally, we provide the requested *Batch Confirmation Report* that provides verification that the patient care report that has been entered into our billing system, is accounted for, and is being prepared for billing.



As listed below, our step-by-step process includes daily receipts, import confirmations, billing verifications and batch reconciliations.

- Batches are transmitted/received daily through direct import into our billing system through a secure server.
- 2. Once trips are imported, a confirmation report is generated which confirms a successful data import and total number of records.
- 3. EMS|MC also provides a confirmation listing back to the County once the batch is processed and being prepared for billing.
- 4. Upon receipt of the electronic claims, Medicare, Medicaid, and other carriers provide an electronic receipt listing (ERL) notification of the claims back to EMS|MC.

Import Accountability

Confirmation will be sent to the County of Powhatan verifying the receipt date of the batch of trips and the total number of records received. This process ensures that all records are delivered and accounted for prior to billing. At each step, the total number of records is reconciled back to the original daily batch to ensure 100% accountability for each patient record. Our reconciliation of records is a daily "current" process, not a monthly "after-the-fact" process.

Pre-Submission Claim Review

Once the Patient Care Report (PCR) is imported, confirmed, reviewed for completeness, data entry completed, and quality assurance performed, the claim is now ready for processing. EMS|MC will process claims within 24 to 72 hours of receipt.

The billing process for all payors begins with a thorough review of the PCR. Billing Specialists are required to review the PCR for support when making coding decisions. As an example, the patient narrative is imported into a notes field located in our billing system. The biller can then review the entire patient record and make the proper selection for coding. Each transport is reviewed for critical decision factors including:

- Is this trip billable based on client specifications?
- Which level of service should be billed?
- Which diagnosis code(s) are appropriate?
- Which payor should be selected?
- Is the trip a medical necessity based on payor guidelines?
- Does the trip require a valid Physician Certification Statement (PCS)?



After an initial review of the PCR, the billing information is entered into the billing system. Once the primary payor has been identified, there are variances to the billing process which are dependent upon the payor. Below we have provided a summary of payor specific items that are reviewed and processed based on the guidelines established by each payor.

Management of Call Reports Lacking Sufficient Information

EMS|MC has a dedicated process for managing call reports that are missing critical billing information. Patient Care Reports (PCR's) are only returned once EMS|MC has exhausted every means at our disposal to obtain the information:

- Hospital Interface
- Eligibility Databases
- Outbound Telephone Calls
- Request for Insurance Letters
- Accurint.com Search

During the initial billing process, EMS|MC staff reviews each portion of the transport and all attachments and narratives to determine if any information required for billing is missing. The Billing Specialist will enter the transport into the billing system with the information available and place the transport on this dedicated schedule. Those trips are then detailed in a report that will be sent to the County at a mutually agreed interval. This report will identify the transport and the information that will be required to complete the billing process. Items that may prevent EMS|MC from billing include:

- Pick-up Location
- Drop-off Location
- Patient Demographic Information
- Chief complaint/condition for transport
- Poorly documented or unclear medical necessity
- Missing or non-compliant PCS form
- Missing or non-compliant signature authorization forms

Transports lacking sufficient information are placed on the PCR Return to Provider schedule in RescueNet Billing and will be returned to the County. This allows the County an opportunity to provide the missing information needed to initiate the billing process. This dedicated schedule allows EMSIMC to track and monitor the status of transports that have been returned and is designed to address transports that are lacking critical billing information.



Upon receiving the requested information, the claim is processed and submitted to the appropriate payor for payment. This process ensures compliance with insurance programs, while providing the County with the opportunity to provide additional information. This feedback loop ensures that every billable trip is sent to insurance and decreases the number of non-billable trips resulting in increased revenue to the County of Powhatan.

Claims Submission

We utilize electronic claim submission in every case possible. Medicare, Medicaid, and most commercial insurance carriers currently accept electronic claims. This expeditious claim process ensures a consistent monthly cash flow and maintains current receivables relative to the date of service provided.

Electronic claims are sent several times throughout the day. We receive electronic confirmation receipts and batch listings from each of the source payors or clearinghouses we utilize. A strict reconciliation process ensures that all claims are accounted for after leaving our office. This is another quality assurance point or safe guard which our business model utilizes to maintain our complete accountability of your billing.

A detailed, date and time stamped history of when the claim was imported, verified, completed, and electronically sent to the payor are all recorded in each patient's account. This is a crucial part of our schedule driven claims processing to ensure timely filing commitments are met, and to ensure accountability and oversight to each client's account. Daily reports provide management with critical indicators to make certain internal quality and productivity guidelines are being followed. These reports or a similarly designed report will be made available to the County of Powhatan.

All claims are processed through our proprietary automated quality check upon completion. This automated audit process has logic which can identify potential errors that could lead to denials/rejections. When claims fail this automated audit process, the Billing Specialist is not able to complete the final step in the billing process until corrections are made. A few examples of items that are verified during this process include:

- Conflicting gender based information on the Medicare Number suffix.
- Non-Covered transports with a destination of scene.
- Transports that do not have a valid Signature Authorization Form.



EMSIMC does not use fully automated processing for the coding of EMS claims; in EMS billing, automated coding processes are inherently more risky and claims can be miscoded. Our philosophy is to effectively train and utilize certified Billing Technicians who are trained specifically in ambulance reimbursement; our process is best industry practice. This final automated check does not serve as the primary method of billing, but instead as an additional element in the verification and quality auditing process to eliminate many errors that may occur. To the County of Powhatan, this equates to a more thorough management of each claim resulting in higher collections.

Account Follow-up

Account follow-up is conducted for all denied claims or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. The billing system automatically flags these accounts based on the specific payor and age of the account so that timely account research may be conducted. This research includes direct phone follow-up with the insurer to determine the reason for non-payment and claim status, as well as investigative follow-up with the receiving hospital or physician's office when additional medical documentation is necessary. *Exhaustive measures are taken to ensure that monies are not left uncollected and unnecessarily written off to bad debt.* Because of the timely filing period required of most payors, follow up procedures are critical and a top priority for EMSIMC.

- EMS|MC has a specialized and dedicated team that solely focuses and concentrates on follow-up of denied and unresponsive claims.
- Denied claims are researched and resubmitted as necessary. Telephone eligibility inquiries are also made to verify insurance information and coordination of benefits and to clarify subrogation/litigation status or when inconsistencies exist.
- After insurance has made a partial payment monthly invoices will be sent, consistent with the County of Powhatan policy, to obtain patient obligatory co-pay, deductible or balance remaining.

It is important to note that the extensive micro-management of our patient accounts is an integral part of our quality assurance and performance review. A strong emphasis on details and individual account follow-up is the basis for quality customer service, exceptional recovery rates, and higher collection percentages.



Co-insurance and Supplemental Insurance Processing

When applicable, EMS|MC provides complete secondary filings and processing on every claim. Because our structured fee is exclusively based on performance, we take the necessary measures to obtain, verify and bill the secondary insurance accordingly until, the balance is closed out. Medicare pays only 80% of the allowed amount. Therefore, it is extremely important to put forth every effort to obtain the 20% co-insurance payment.

Most secondary and supplemental carriers require a copy of the original Explanation of Benefits (EOB). Some receive direct notification from the Medicare carrier and the co-pay is automatically "cross-walked" to the patient's corresponding secondary carrier. However, in most cases we bill secondary insurance <u>proactively</u> and immediately after the initial payment is received to ensure the carrier receives the claim in a timely manner.

Our first step is to ensure that all monies expected from the primary payor were paid appropriately and paid according to the standard allowance for government payors or the negotiated allowance for commercial carriers. Because some primary payors are required to pay the bill in full, we always verify that the payment was received before additional processing occurs.

Appeal Process for Denied or Rejected Claims

Denied or returned claims, requesting additional information, require a schedule change to continue to facilitate the workflow process and ensure each claim is directed to the next appropriate step and designated team member. Denied claims are always reviewed by an Account Performance Specialist to determine the specific reason for the denial. Most appeals begin with a telephone review with the specific carrier to clarify the reason for denial. This assures that the claim was not mistakenly denied. In some cases, it can be corrected and paid via a telephone conversation.

Once the claim is researched and it is fully determined to be non-covered for any of the various coverage issues noted, the invoice is submitted directly to the insured (patient). In addition, the patient will also receive a denial letter with an explanation of benefits directly from their insurance carrier.

Our billing system has the ability to track denial codes and reason codes for internal quality assurance analysis. Denial reports are routinely reviewed by the billing operations manager to detect payor denial trends and possible coding issues. This ensures we are continuously informed and making the necessary adjustments to our processes to maintain exceptional collection performance.



Private Pay Account Processing and Follow-Up

Private pay accounts are handled through initial invoicing and followed up with monthly statements reflecting all payments and credits. It will be up to the discretion of the County to determine its policies and procedures on how we pursue such cases as homeless/indigent patients, and charity write-offs.

When it is determined that the patient is responsible for the remaining balance, our standard invoicing cycle will be activated. Patient responsibility may come early in the billing cycle if we are unable to locate any insurance for a patient or after multiple insurance payments have been received. All invoices include the EMS|MC toll free customer service phone number, a website designed for the patient to inquire about their account, and an area on the invoice along with a self-addressed stamped envelope for the patient to return insurance information.

Receipt of Payment

For the majority of our clients EMSIMC function's as the lockbox for payments, remittance, Explanation of Benefits (EOB's) and all other correspondence. Documents received, including live checks, are digitally scanned and images are attached directly to patient accounts for easy review and retrieval. Many of our clients choose this option since it is the most expeditious way of managing the deposit process as all deposits are made same day of receipt and payments are posted to patient accounts with 24 hours. We understand this is a very sensitive issue and our payment process has been tested and validated in our SAS70 Type II Audit.

Payment Posting

EMSIMC strictly posts payments within 24 hours and all financial documents are digitally imaged and indexed according to the date received, amount of check, check number, and payee. The EMSIMC accounts receivable staff is responsible for accurately posting and reconciling each patient account. Payment posting to patient accounts is performed directly from images of the check and EOB, never from live checks.

The County will be provided a daily deposit workbook which will be submitted to the designated official(s) before the close of business each day. This report reconciles the dollar amount posted in the billing system to the dollar amount deposited to your bank. This two way reconciliation ensures accurate account posting.



Dedicated Account Performance Team

The purpose of the Account Performance Team is to monitor account performance for each client in order proactively to identify potential loss or delay in revenue and to ensure we are providing consistently high performance. This team also works to identify potential problems and trends that would impact reimbursement. The performance team communicates findings to the appropriate persons (i.e. Transmissions Department, Claims Management Department., Continuous Improvement Department, Client Services, Management) in an effort to immediately solve any variances.

Claims Quality Assurance

EMS|MC has implemented a quality policy which ensures all EMS|MC employees adhere to established standard operating procedures (SOP). These SOPs outline the methodologies, standards, procedures, and guidelines for which all processes must be executed to ensure quality results and *optimal performance*. Our quality policy along with department audits and other controls establish and document the framework for quality assurance.

EMSIMC conducts a daily proprietary management review for quality assurance of each account. The following metrics are measured to ensure ongoing account performance:

- Revenue Billed
- Revenue Received
- Quality Assurance
- Claims Inventory
- Denials Inventory
- · Claims Transmission
- Customer Service Response Matrix



1. Coordinate invoicing and collections to insurance companies, including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies and other designated third parties and payers for fees.

Establishment of Third Party Payor Relationships

One objective of the dedicated EMSIMC Account Performance team is to work with third party payors including facilities, liability insurance, and workers comp insurance. An Account Performance Specialist, who is part of the team that will be accountable for the performance of the County of Powhatan will work with all third party insurers to develop and document the manner in which the payor would like to be billed. This may include determining the most effective way of sending bills, what information the insurer needs to process the request, and any specific requirements that the payor may have. This process ensures that payment is received from third party insurers in the most expeditious way possible.

2. Discuss the importance of complying with Medicare/Medicaid policies, procedures, and directives. Include a listing of past/present penalties/findings (if any) and their resolution. If the offeror has no penalties/findings please indicate.

EMS|MC has not had any penalties and/or findings.

Compliance begins with knowledge of the EMS industry and federal legislation that regulates the reimbursement process. Changes and mandates that govern our profession are enacted almost daily and published in the federal register. Formal compliance education is required on all levels of the organization from EMT's, and paramedics to billing staff and Office Administration to ensure the integrity and consistency of the organization's billing practices. Because the national standards of paramedic education and certification place little emphasis on documentation with reimbursement considerations, formal continuing education classes on compliant documentation are essential to every EMS organization.

While optional, EMSIMC places a strong emphasis on documentation training for all new and established clients. We know from experience that a high value placed on documentation education contributes greatly to the success of the billing practice and is financially quantifiable through higher collection percentages.



3. Prepare and mail all invoices and overdue notices. All notices, invoices and letters must be in a form approved by the County and must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County requires a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the selected offeror in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.

EMS|MC agrees and will prepare and mail all invoices and overdue notices. Private pay accounts are handled through initial invoicing and followed up with monthly invoices reflecting all payments and credits. It will be up to the discretion of Powhatan County to determine its policies and direction on how we handle such cases as homeless and indigent patients, and charity write-offs. Each client we serve has established its own policies and procedures for the handling of owed balances for various services.

EMS|MC understands our civic responsibility in delivery of this contract and all interactions will be handled with a very high degree of professionalism. Additionally, all customer service telephone calls are recorded and can be made available to the Powhatan County Fire and EMS. Should you need clarification of a customer service call; a .wav file of the recorded conversation can be provided via email.



4. Prepare and submit claims, bills, invoices, etc. based on the patient care reports or data submitted by Powhatan County Fire & EMS to the Commonwealth of Virginia's EMS Service Bridge. Knowledge, experience and judgment shall be applied to avoid or prevent the submission of claims, bills or invoices to any third party payer, based on the documentation submitted by Powhatan County, that the services rendered do not qualify for reimbursement by the appropriate payer. Any documentation, patient care reports, claims or other such documents believed to be incomplete or that does not qualify for reimbursement, will be returned to the County for further processing or development along with an explanation of the reasons that the transport cannot be submitted for reimbursement.

EMS|MC understands that it will submit claims bill invoices etc. based on the patient care reports that will be forwarded to our firm. We provide a proven system of managing electronic records through a step-by-step process which includes daily receipts, import confirmations, billing verifications and batch reconciliations.

Confirmation will be sent to Powhatan County verifying the receipt date of the batch of trips and the total number of records received. This process insures that all records are delivered and accounted for prior to billing. At each step, the total number of records is reconciled back to the original daily batch to ensure 100% accountability for each patient record. Our reconciliation of electronic records is a daily "current" process, not a monthly "after-the-fact" process.

Application of Knowledge, Experience and Judgment

EMS|MC agrees and understands that applying knowledge, experience and judgment is a key part of the billing process. The above mentioned provision closely mirrors our firm's processes.

EMS|MC does not use fully automated processing for the coding of EMS claims. In EMS billing, automated processes are inherently more risky and claims can be miscoded. Our philosophy is to effectively train and utilize skilled billing technicians that are trained specifically in ambulance reimbursement; our process is best industry practice. To Powhatan County, this equates to a more thorough management of each claim resulting in higher collections. In the Claims Management Section of our proposal we have detailed processes that have consistently proved to maximize the productivity of each step of the claims management process. Our business plan is proven and in the ever changing regulatory world of EMS billing, we have the upper hand in delivering trust and performance to Powhatan County.



Since claims are actually read by a trained billing technician, numerous clinical data elements that provide billing critical information are accounted for and provide for the accurate coding of the claim. Dispatch information, assessment, medical narrative and care events include key indicators to upgrade/downgrade call type from non-emergency to emergency BLS to ALS and from ALS to ALS2.

Incomplete Records

Claims that have missing or incomplete information will be returned to the Department of Fire and Rescue using EMS|MC's Pre-Hospital Patient Call Report (PPCR) return to provider process. This process is refined and disciplined and provides full accountability for PCR's that are missing critical information.

5. The County does not have the infrastructure to receive such payments and process them itself. Ideally the County would like the offeror to perform all necessary steps involved in the billing and receiving of any and all such funds for EMS transportation services rendered.

EMS|MC will receive and process all payments and correspondence on behalf of Powhatan County. We will provide complete accountability and transparency throughout the billing process with minimal touch points for Powhatan County staff.

All financial documents are digitally imaged and indexed according to the date received, amount of check, check number and payee. The EMS|MC accounts receivable staff is responsible for accurately posting payments, refunds and credits as well and reconciling each patient account. Payment posting to patient accounts is performed directly from printed copies of the check and never from live checks.

Powhatan County will be provided a daily deposit workbook which will be submitted to the designated official(s) daily. This report reconciles the dollar amount posted in the billing system to the dollar amount deposited to your bank. This two way reconciliation insures accurate account posting.



6. Assure that all the information needed for billing is obtained.

EMS|MC has a dedicated process for managing call reports that are missing billing critical information. PPCR's are submitted by ambulance providers to EMS|MC for submission to insurers and other payers. PPCR's that lack information needed for claim submission are sent back to the ambulance provider for research.

Ambulance Call Reports are submitted by ambulance providers to EMS|MC for submission to insurers and other payers. Transports that lack information needed for claim submission are sent back to the ambulance provider for research.

PPCR's's are only returned once EMS|MC has exhausted every means at its disposal to obtain the information:

- Hospital Interface
- Eligibility Databases
- Outbound Telephone Calls
- · Request for Insurance Letters
- Accurint.com Search

Transports lacking sufficient information are placed on the ACR\PCR Return to Provider schedule in RescueNet Billing and will be returned to Powhatan County. This dedicated schedule allows EMS|MC to track and monitor the status of transports that have been returned. This schedule is designed to address transports that are lacking critical billing information.

During the initial billing process, EMSIMC staff reviews each portion of the transport and all attachments and narratives, if during this process it is determined that any information required for billing is missing, the biller will enter the transport into the billing system with the information available and place the transport on this dedicated schedule. Those trips are then detailed in a spreadsheet that will be sent to Powhatan County at a mutually agreed interval. This spreadsheet will identify the transport and the information that will be required to complete the billing process.

Items that may prevent EMSMC from billing include:

- Pick-up Location
- Drop-off Location
- Patient Demographic Information
- · Chief complaint/condition for transport



Upon receiving the requested information the claim is processed and submitted to the appropriate payer for payment.

This process ensures compliance with insurance programs, while allowing Powhatan County the opportunity to provide additional information. This feedback loop ensures that every billable trip is sent to insurance, decreases the number of non-billable trips resulting in increased revenue to Powhatan County.

7. Describe the process used to obtain patient and missing patient information prior to issuing insurance claims or direct patient billing.

EMS|MC uses a best-practice front end verification process. Once transport records are imported into our system, EMS|MC begins with an initial verification of patient demographics and applies our process for verifying and obtaining missing insurance information necessary to file the claim. Ensuring complete and accurate information on every claim, prior to sending a bill, reduces the likelihood of a claim denial or returned mail and has proven to significantly expedite payments.

As outlined below, EMS|MC utilizes several resources/eligibility databases to find missing and incomplete insurance information. This search includes our proprietary search function **EMSurance** which searches a multitude of insurance databases.

Insurance Eligibility Databases

- EMSurance Insurance Verification Our innovative proprietary system for identifying insurance eligibility with a number of payors. Examples of payors included in the EMSurance verification process.
 - Medicare
 - Medicaid
 - Aetna
 - Blue Cross Blue Shield
 - CIGNA
 - United Healthcare
- Medifax Provides online and batch confirmations of Medicaid eligibility.
- Blue E BCBS provides additional patient demographics.
- Passport OneSource Provides online Medicare eligibility information as well as identifies Medicare HMO enrollment and is also utilized for commercial health insurance eligibility.



 Retroactive Eligibility – All accounts are submitted to the Medicaid eligibility database on a monthly basis for up to 12 months to identify retroactive Medicaid eligibility.

Outgoing Telephone Calls

 To further enhance our collection of insurance information, our office places outgoing courtesy calls to the patient only for the purpose of obtaining insurance information.

Request for Insurance Statement

o EMS|MC mails a "Request for Insurance Statement" to the responsible party.

Addresses are verified against the National Change of Address (NCOA) database. Returned mail is verified against last known address using Accurint.com.

8. Provide written policies and procedures for billing for ambulance transport services.

Please see Attachment C.



9. Provided a detailed process used for returned mail. Include the steps and any services used to obtain new addresses.

As a front end process, the US Postal Service National Change of Address (NCOA) database is used to verify all addresses prior to initial mailing. This significantly reduces returned mail due to missing, inaccurate or incomplete mailing information. Once verified, this information is systematically imported back into our system to insure that our databases contain the most recent and accurate information.

Returned mail is processed through various on-line search services, including, ACCURINT.COM. This comprehensive search application and personal verification system searches dozens of public databases providing access to several years of historical information. The following are just a few of the database searches the system utilizes:

- Bankruptcies
- Concealed weapons permits
- Corporation
- Criminal conviction and criminal and civil court data
- DEA controlled substances license information
- Directory Assistance
- Driver's license and motor vehicle information (with proper DPPA authorization)
- FAA aircraft and pilots
- Federal firearms and explosives licenses
- Hunting and fishing licenses
- Merchant vessels
- Patriot Act (OFAC and other) listings
- Professional licenses
- Property deeds and assessments
- Voter registrations

10. Describe how the accounts are handled; if a contract should be terminated for any reason.

EMS|MC will commit and agree to negotiate acceptable terms with Powhatan County. Whether by default of contract termination, EMS|MC provides a standard 90 day wind down period for managing and submitting claims with dates of service prior to the end of a contract term.



11. Provide a Statement on Auditing Standards No. 70 (SAS 70) SAS 70 report (http://www.sas70.com) completed by an independent auditing contractor within the past twenty-four months.

EMS|MC SAS 70 Type II Certified. We have provided a copy of our SAS 70 Type II Audit as Attachment D.

12. Submit a copy of their customer service rules, policies and guidelines, and training program requirements for staff answering the telephone. These customer service policies may be subject to amendment by Powhatan County and the Contractor from time to time.

Customer Service (Patient)

EMS|MC understands that customer service is an essential part of the billing services process, and we monitor our customer service teams performance. Our electronic digital imaging process is integrated with our billing system and links all related source documents directly to each patient's account. Patient Care Reports, attorney requests, letters, etc., become a permanent part of the record and are easily recalled and available. This is a great advantage to patients as customer service representatives are able to satisfy information requests and questions about the account in a quick and professional manner. To maintain quality customer service statistical data is monitored on a daily basis.

For your convenience, EMSIMC provides several options from which patients can choose to contact customer service. Patients may utilize either a toll free number or online customer portal.

Our electronic digital imaging process is integrated with our billing system and links all related source documents directly to each patient's account. Patient Call Reports, (EOB's), attorney requests, letters, etc; become a permanent part of the record and are easily recalled and available. This is a great advantage to Powhatan County patients as customer service representatives are able to satisfy information requests and questions about the account in a quick and professional manner.

EMS|MC has provided a copy of our Customer Service Policies and Procedures in Attachment E.



Toll Free Customer Service Line

For your patient's convenience EMS|MC offers a combination IVR and live answer customer service line. This toll free number (800-814-5339) is dedicated specifically to customer inquiries.

The Customer service line will be staffed from 8:00am until 7:00pm EST Monday thru Friday, with representatives who have been trained to provide courteous customer care to your patients. Phones are always answered with, "Thank you for calling EMS billing. This is (Customer Service Representative name). May I have your run number please?". Telephone conversations are handled courteously, professionally, and with full knowledge that we are representing your service and community. Customer Service is staffed with a Spanish speaking representative; and our firm also provides interpreter services through Language Line Services to meet any needs your clients may have.

EMSIMC records all incoming customer service calls; these recordings are used for two purposes only:

- 1. Quality assurance
- 2. Clarification of customer service call to the County

If a problem occurs the calls are easily retrievable and a way file can be emailed to the County if needed.

Complaint Notification

All Customer billing complaints are tracked and logged using a specialized report. When a complaint occurs, the information is logged and forwarded to the Client Relations team. Once reviewed, it will be forwarded to the proper Powhatan County staff member for information or further action. Complaints that are EMS service oriented or clinical in nature are immediately turned over to the client relations department which in turn will promptly notify the designated Powhatan County staff.

EMS|MC has recently implemented technology that allows for all customer service telephone calls to be recorded. These recordings are used for quality assurance purposes and are easily retrievable if a discrepancy occurs. Should Powhatan County need clarification of a customer service call, a .wav file of the recorded conversation can be provided to the appropriate person(s) via email.



Customer Service (Client Relations)

EMS|MC employs a Client Services team that functions as a dedicated resource to clients. This department has been created exclusively for our client's needs. The County of Powhatan will have personal access to this team via onsite visits, direct dial lines and email. This group of individuals has been assembled specifically to monitor account performance, develop relationships, and communicate with our clients.

The Project Manager/Account Manager and single point of contact that has been assigned to the County of Powhatan account is Rhonda Coots, Client Analyst. She will be dedicated to the overall performance of the account and specifically manage those items as listed in the Scope of Services; such as un-billable calls, policy changes, account posting, payor, and legislative/regulation updates. EMS|MC's Client Relations team will be accessible and responsive throughout the duration of the relationship.

13. Provide a written a copy of policies regarding records storage and retention as well as a written detail where and how records will be stored.

EMS|MC retains records for a minimum of 7 years. We have provided a copy of our records storage policy as Attachment F.

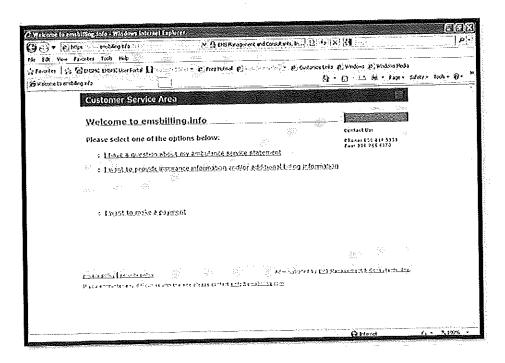


14. List and detail any services which allow patients to view or update account information through a secure internet connection.

Online Customer Service Portal

As an added customer service feature patients can now inquire about their statement on a 24 hour basis online. This access is provided through our website www.emsbilling.info. On this site patients can provide additional insurance information, make payments, and request the status of their account using a secure HIPAA compliant web server.

The website is user friendly and simple to use. Following is a sample of the welcome page by which patients will be greeted.



15. Submit sample reports for review. The reports should include at a minimum aging, bad debt, cash receipts, billing, returned mail, rejected claims, and refunds.

Reporting

EMSIMC will generate and deliver a comprehensive package of reports designed specifically for the County. This package is specifically designed for trend analysis and includes both date of service and accounting period based reports. EMSIMC also has advanced capabilities to provide the County with custom reports as needed for budget planning, trend analysis, and other reporting purposes. We have the ability to "drill down" to the trip, patient, or transaction level to further analyze month-end reports.

We also make the commitment to developing the exact reporting format and data points necessary to meet specific departmental and informational needs of the County of Powhatan. Your dedicated Client Analyst will work with the County of Powhatan to develop and provide custom reports within 24 hours of request by the County. Report development is included in our all-inclusive fee; there are no additional charges for custom reports.

The following table illustrates reports which are provided to all of our clients. Listed timeframes are suggested and can be modified to best meet your needs.



Daily Information

- Daily deposit reconciliation reports with summary and detail support
- Import and batch reconciliation/confirmation reports

Weekly Information

- Deposit Summary and Explanation of Benefits (EOB)
- Medicare/Medicaid Electronic Funds Transfer (EFT) and Explanation of Benefits(EOB)
- Reason for check/EOB/attorney request not being processed form(s)
- Credit Card Receipt(s)
- Process Refund Request(s)
- PCR Returned to Provider

Monthly Information

Comprehensive monthly reports provided to the County for performance monitoring and account reconciliation. The month end report package includes:

- Account Analysis by Month (Date of Service Based)
- Account Analysis by Month and Payor (Date of Service Based)
- Aging Report by Current Payor and Aging Category (Accounting Period Based)
- Accounts Receivables Reconciliation Report (Accounting Period Based)
- Account Analysis by EMS Unit
- **Cumulative Net Collection**

Year End

Comprehensive end of year report package includes:

- Account Analysis by Month (Date of Service Based)
- Account Analysis by Month and Payor (Date of Service Based)
- Aging Report by Current Payor and Aging Category (Accounting Period Based)
- Accounts Receivables Reconciliation Report (Accounting Period Based)
- Account Analysis by EMS Unit
- **Cumulative Net Collection**
- **Annual Revenue Projections**

EMS|MC has included our sample reports package as Attachment G.

Online Access to Reports

One of the ways EMSIMC will earn your trust and confidence is through access to your information. As an additional benefit to the extensive reports package listed above, the County will also be able to log into our billing system 24/7. This all access feature is provided through our website www.emsbilling.com. Use of this tool allows for real time reporting which can be exported into Microsoft Excel. We build your trust by using an open approach and reporting information in a meaningful and easy to interpret format.

EMS|MC is excited to announce our new and improved client portal and website going live March 2012. This will provide additional data capture and reporting capabilities to our clients. The following screen shots are samples from the website (www.emsbilling.com).



16. Discuss the approach to billing and collections management, including how it transitions staff when a staff member terminates employment. Also indicate how the County is notified of the transition and how the County would be assured of no interruption in cash flow during the process. Provide any policies and or procedures ensuring compliance.

As supported in our SAS 70 Type II Audit, Our firm believes strongly in the practice of separation of duties between each function of claims management. This separation allows us to monitor, measure, and maximize performance at each level of the billing process. This prevents any bottlenecks in the overall process and insures that all claims throughout the billing cycle are being properly and expeditiously managed.

EMSIMC employees a large staff and requires cross training of all critical positions. This approach insures that we have multiple staff members trained to fill key positions. Additionally, our claims management teams are structured so that no one person's absence or decision to separate from our firm can adversely affect the performance of the Powhatan County contract. We are fortunate to have a committed staff with very minimal turnover and pledge to keep you informed should a critical member of your team resign. We fully understand the responsibility and commitment we have made to your organization to provide consistent, quality performance at all times.

EMSMC has the necessary resources to assume this contract as well as the dedicated personnel to meet or exceed the necessary workload requirements for the Powhatan County contract.



17. Describe in detail the transition and start up plan. Also, include the time needed for any transition period. The County requires that any transports occurring July, 1 or later to be able to be invoiced.

Start-Up/Deployment Process

EMS|MC is fully aware and proficient in all facets of the Start-Up/Deployment Process, the Town can rest assured that the revenue recovery program will be deployed professionally, be minimally disruptive and turnkey. We also agree to meet as needed with the Town. It is critical that the firm chosen is experienced and has a full understanding of the intricacies involving the provider enrollment process and deployment management with Virginia payors. EMS|MC has an excellent working relationship with these payors and has a proven track record of accurate claims submission with them.

The first step in deployment will be to review the policies, procedures and practices currently in place for the Town of Christiansburg. These will be integrated into the revenue cycle management process and analyzed to determine what has been historically successful. Methods which have performed well in the past will be recreated and incorporated into the new revenue cycle management process.

The Deployment Process Kick-off Meeting

Our goal for the first meeting with the Town of Christiansburg is to ensure that EMS|MC fully understands your needs by identifying and thoroughly understanding the Town's policies. During this detailed process, we intend to identify practices that have proven effective and develop a course of action for improving on the areas that have not been successful. To achieve those results, EMS|MC will immediately schedule an on-site meeting with the Town of Christiansburg upon notification of award. We encourage all personnel with the Town who have an interest in EMS Billing and Collections to attend. The following pages contain objectives for the Deployment Meeting.

Deployment Meeting Objectives

Upon award of contract, the project will begin with an initial deployment meeting between EMS|MC and the Town of Christiansburg. This meeting will serve as a cornerstone for the remainder of the activity during the transition.

Outline of Objectives:

- 1. Identify key personnel, their specific role in the project and develop a standard communication procedure. Establish definitive timelines and milestones for deliverables.
- 2. Identify immediate opportunities for improvement in the workflow process based on input from the Town.
- 3. EMS|MC will provide recommendations to streamline the billing process, ensure vendor accountability, communication and ample reporting to all parties.
- 4. EMSIMC will devise a formal Client Account Manual that will establish the specifics of the billing practice. Standard client manuals will be provided to the Town of Christiansburg during the initial meetings. This manual is meant to serve as a reference and outlines many standard processes at EMSIMC. This approach ensures that you can easily reconcile your accounting in the manner in which accustomed and according to your specific financial accounting practices and processes. In addition to the process descriptions the manual includes:
 - Staff Directory
 - Information about the Executive Management Team and other key staff at EMSIMC
 - An introduction to the Client Relations team
 - A copy of the EMS|MC Compliance Plan
 - EMS|MC Identity Theft Policy (in compliance with the Red Flag Rules)
- 5. Mutually define the performance standards of the services provided under this agreement. The performance and quality standards must be mutually defined, quantifiable and routinely evaluated. Trend analysis and benchmarking will be utilized monthly to monitor billing progress, trends and overall performance. Quality Improvement efforts will always continue and will be modified as necessary to exceed your expectations.



The agenda will also include many aspects of the billing agency/client relationship, including:

- Current policies at the Town concerning:
 - Standard billing cycles and invoicing
 - Patient hardship request
 - Credit card payments
 - o Write-off policies and authorized individuals to make decisions on behalf of the Town
 - Discount policies
 - Establish patient payment plan
 - DOA policies
 - Homeless patient policies
- Current EMS billing rates
- Appropriate contact information for various individuals and departments at the Town of Christiansburg
- Facility information for the most frequently visited hospitals in the area
- Document additional information on current practices and procedures that the Town considers "best practices" and would like to see continued.
- Statistical reports that the Town of Christiansburg request

EMS|MC has provided a project schedule timetable on the following pages. Our firm is prepared to begin deployment upon award of contract.





The County of Powhatan Transition and Deployment Tasks with Timeline

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| | The County of | | | | |
| | Powhatan/ | | | | |
| · 《 · · · · · · · · · · · · · · · · · · | Contractor | otari Date | "End Date | Timeframe | Person Assignment |
| EMSIMO will most with the Court of the court | Responsibility | | | | |
| contract award. All items below marked with an * will be conducted during this initial meeting. | The County of Powhatan and | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Conduct a thorough review and clearly document all billing policies and procedures | CIVIOLIVIC | | | | |
| This review will include items such as Treatment-No transports billing, DOA policy, billing for on and off-duty service personnel, homeless patients and defining how the County of Powhatan handles Notice of Privacy Practice and Patient Signature Authorizations. EMSIMC will also review "Best Practices" that the County may prefer to replicate going forward. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| EMSIMC will provide suggestions regarding rate setting to the County of Powhatan as needed or requested | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Review and document standard billing cycles and invoicing polices for the County. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Discuss current policies on patient requests for financial hardship. Work with the County of Powhatan staff to establish any additional policies/practices if needed. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Review the Credit Card Payment process and reporting practices | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Review and verify current write-off policies for the County of Powhatan | The County of Powhatan and | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Discuss lockbox procedures and contacts. Identify any requirements for obtaining access to documents and receiving information. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Document any discount policies including special contracts and insurance discount requests. (Special contracts may include local or state detention facilities, special hospital relationships, etc.) | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| *Define contacts and contact information for all aspects of billing and collections including but not limited to: Finance contact, EMS day-to-day contact, HIPAA contact and any special contacts that the County of Powhatan deems appropriate. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| Review and discuss any specific requirements that are detailed in the contract and special reporting requirements. | The County of Powhatan and EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |



The County of Powhatan Transition and Deployment Tasks with Timeline

| Provide all required documents to process applications. A full list of requirements will be provided to the County of Powhatan . | The County of Powhatan and EMSIMC | Day 6 | Day 21 | 15 days | Sabrina Hamm |
|---|-----------------------------------|---|-------------------|----------|---------------------|
| Review information submitted by the County of Powhatan to process necessary applications to Medicare, Medicaid and commercial insurance companies. Provide feedback and assistance to the County of Powhatan to ensure that documentation will be acceptable. | EMSIMC | as provided by the County of Powhatan | On-going | On-going | Sabrina Hamm |
| Provide complete address and contact information for all major drop off facilities | The County of Powhatan | Day 29 | Day 29 | 1 day | Rhonda Coots |
| Provide the County of Powhatan with a standard Client Manual detailing information on common billing processes. EMSIMC will review these processes with the client. The Client Manual includes: | | | | | |
| - Introduction to Senior Management and Staff - Information and step by step instructions for navigating the Client Section of the EMSIMC website | EMSIMC | Day 5 | Day 5 | 1 day | Rhonda Coots |
| - Relution Frocess - Credit Card Payment processing - Information on each standard report provided by EMSIMC - Information on the deposit process and the daily account reconciliation workbook - EMSIMC Compliance Plan - Information and Policy regarding Red Flag Rules and Identity Theft | | | | | |
| EMSIMC will process all information provided with all payors. EMSIMC will complete all aspects of the application processes but will work closely with the County of Powhatan staff to ensure that the process is completed accurately and timely. | EMSIMC | Day 22 | Day 74 | 60 days | Sabrina Hamm |
| Complete all follow-up requirements regarding applications submitted. This process will be on-oring until all applications are complete. | EMSIMC | Day 22 | until complete | On-going | Sabrina Hamm |
| Set up a FTP connection to allow EMSIMC to securely share information with the County of Powhatan. FTP site will be provided by EMSIMC and be provided to the County early in the deployment process to simply exchanging documents. | EMSIMC | Day 15 | Day 19 | 5 days | Nathaniel Branscome |
| bet up permissions to the EMSIMC Client website, allowing access to real-time shormation about accounts and reports available on the website. | EMSIMC | Day 45 | Day 50 | 5 days | Nathaniel Branscome |
| | | - | | | |



The County of Powhatan Transition and Deployment Tasks with Timeline

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|) | Rhonda Coots | Rhonda Coots | Rhonda Coots | Rhonda Coots |
| | 90 days | 5 days | 5 days (Training timeframe may be extended to meet the needs of the County of Downston) | On-going |
| , | Day 40 | Day 33 | Day 39 | On-going |
| | Day 36 | Day 29 | Day 35 (Estimated. Training will be scheduled at the convenience of the County | Day 43 |
| | EMSIMC | EMSIMC | The County of Powhatan and EMSIMC | EMSIMC |
| | Meet with all EMSIMC team members assigned to the County of Powhatan's billing on a regular basis. This meeting will serve as a training session to ensure that all staff is aware of the County's billing policies and procedures. | EMSIMC will review ePCRs from the County of Powhatan to ensure that all necessary information is available to the billing team and that missing/non-standard documentation items are address prior to the client go-live date. (A signed and fully executed HIPPA required Business Associate Agreement prior to this exchange of Protected Health Information.) | EMSIMC will meet with the County of Powhatan's paramedics, EMTs and/or supervisors at a location determined by the County to provide education on documentation requirements based on the County's guidelines. Classes will be conducted in-person and education will occur at the convenience of the County. | Provide the County of Powhatan with on-going support for any issues that arise. Available to assist with any questions about trip processing practices at EMSIMC or clarification of services performed on behalf of the County. Will serve as primary contact for all issues that the County may encounter during the transition process. |

** Provided timetable is a sample based on a 45 day start-up process. Timeline can vary dependent on the amount of time between contract execution and "go-live" date.

- Meeting dates may be modified due to availability of the County of Powhatan.

- Training timeframe may be adjusted or extended to meet the needs of the County of Powhatan.

 A detail of any assistance, equipment, duties, services, or other items the Offeror will require the County or the staff of the volunteer rescue squad to furnish under this contract.

EMS|MC recommends one person to interface with on a daily basis. Our firm does not foresee this as a full time position. This is typical of our current clients.

- Main point of contact for EMS|MC account manager
- Place PPCR's on the FTPS for EMS|MC retrieval or mail paper copies to
- Reconcile Imported/mailed PPCR's
- Receive and reconcile daily deposit reports
- Receive and process refund requests
- EMS|MS provides feedback on poor/improper documents



 A statement explaining why the Offeror's proposed solution would be the most advantageous to the County.

EMS|MC is the best candidate to provide the County with services as outlined in this RFP.

- We provide a disciplined business model that has multiple reconciliation points throughout the EMS Billing process. Our business model provides full accountability and will achieve maximal results for Powhatan County.
- EMS|MC will achieve the highest by payer collection percentages providing the County the highest monetary return. On average and as demonstrated in the performance matrix in Attachment B,, we return the following percentages by payor to our clients;
 - o Medicare 97%
 - o Medicaid 97%
 - o Private Insurance 85%
 - o Private Pay 14%
- Our firm has a well-established performance improvement process in place as well as an
 established and documented Quality Assurance plan. This insures that the County will
 have consistent and continual performance throughout the duration of our relationship.
- Our firm provides dedicated customer service and dedicated account management staff.
 We will work for the County and its patient to insure responsiveness and quality in all facets of the relationship.
- Our firms experience in providing an all-inclusive solution that incorporates ePCR insures a seamless integration that has been proven to work many times over.



Proven Transition Benefits

EMS|MC has a great deal of experience and several highly satisfied clients in the region you are located. Our proximity to the County of Powhatan and our clients located within the region gives our firm an enhanced ability to personally serve the needs of you and your patients.

- Rockingham County
- Amelia County
- Rockbridge County
- Bedford County Fire and Rescue
- Shenandoah County
- City of Harrisonburg
- Augusta County
- Amherst County Public Safety
- City of Lynchburg Fire Department
- City of Newport News
- Hanover County



The Benefit of Choosing of Choosing EMS|MC.

- Our 16 years of EMS revenue cycle management experience and our performance with over 200 clients and our experience with Federal, State and private reimbursement programs and procedures position us to maximize cash collections for Powhatan County.
- Our firm goes to great lengths to complete the necessary follow up to avoid unnecessary
 write offs and maximize collections. This is demonstrated throughout this proposal and
 by our collection performance with our current clients.
- EMS|MC has demonstrated its proven ability to manage account deployments and transitions from your current vendor. EMS|MC will work with Powhatan County to provide a smooth transition from the existing billing vendor.
- Our close proximity and dedicated account management give us an enhanced ability to be personally responsive to your needs.
- EMSIMC provides an initial and on-going comprehensive training program to include all aspects of the claims management process.
- Our staff provides superior reporting and analytical capabilities that include comprehensive financial analysis and performance monitoring. We have the ability to run reports for the city collectively and break out information individually for the rescue squads for which Powhatan County has the right to bill.
- We offer real-time access to your billing data via the internet. The County will have access to all patient billing records, historical transactions, current financial reports and complete accounting information in real time 24/7.
- EMS|MC will insure you are apprised of the continually changing regulations that affect the EMS industry. Our firm offers impact analysis when changes occur and provide expert consultation and education to insure full compliance with the latest regulation changes.

We will deliver what we promise in this proposal. We strongly encourage Powhatan County to contact our references. Our clients will testify to our ability and benefits.



 Describe the one attribute that places the Offeror ahead of the competition.

Trust and Integrity

These are two attributes which go hand in hand. Our clients trust us with their EMS billing services. Integrity is built over time once trust is earned. The very core of our firm is delivering what we propose and say we will do throughout the duration of our relationship. Do not take our word for it, ask our clients. We have a long history of doing what we say we will do.

Re-Categorizing Payors

One ability that distinguishes us from other vendors is our ability to re-categorize payors. A demonstration that we have the potential to outperform your current vendor is our improvement in collections for CMC-Union EMS. *This client is on target to improve EMS billing revenue by approximately 30.00 per trip, a 10% increase.*

A key factor in the improvement has been the positive migration of private pay accounts to good payor categories as demonstrated in the following table:

| Pre EMS MC | Post/EMS/MC | Improvement |
|------------|------------------|------------------------------|
| 45% | 47% | +2% |
| 8% | 10% | +2% |
| 15% | 23% | +8% |
| 32% | 20% | -12% |
| | 45% 8% 15% | 45% 47% 8% 10% 15% 23% |

The 12% reduction in the private pay category has a direct impact on collections as these transports are re-categorized to good payor categories. Additional results that will be realized via use of front end insurance verification and hospital interface are:

- Receivables stay relative to the date of service that the transport took place (average days from receipt of transport to account closure is 69 days).
- Claims that require further research are done so in a timely manner which eliminates missed opportunities to bill.



Cost/Fees

Cost Proposal

Our firm is offering the County of Powhatan Fire-EMS an all-inclusive contingency fee of 4.9% of net collections per month (net = payments-refunds) for billing services.

| Powhatan County Pricing Matrix | |
|--------------------------------|------|
| EMS Billing Service | 4.9% |

All Inclusive Solution This full service, turnkey solution includes but is not limited to:

- Comprehensive Revenue Cycle Management of all billable EMS call reports
- ImageTrend Data integration and secure billing export configurations
- Comprehensive Custom Reporting to meet the reporting and analytical needs of the County of Powhatan to include financial analysis and performance monitoring
- Trending Model that provides Annual Financial Revenue Projections
- Real time Online Reporting providing patient and financial data access via the web.
- Ongoing Documentation/Compliance Training and Education
- Courteous Live-answer Customer Service with 100% of calls being recorded for quality assurance purposes
- Convenient Online Inquiry System (<u>www.emsbilling.info</u>) for patients to provide insurance information and inquire about their account.
- Secure data and records warehousing with use of Advanced Digital Imaging Technology
- Extensive QA/QI audits and analysis programs
- Comprehensive Compliance Plan ensures regulation compliance with HIPAA, Identity Theft, and Government Auditing
- Dedicated Client Relations team to continually monitor account status and performance and remain accessible to respond to client inquiries in a timely manner



Exceptions/Alternatives - Detail any exceptions taken to the *Scope of Work* and/or *Terms and Conditions* of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

EMS|MC is not requesting any exceptions to the Scope of Work and/or Terms and Conditions of this RFP.

The date that the offeror could potentially begin services for the County and/or the amount of lead-in time needed and/or desired by the offeror. Please state what would be necessary for services to start for emergency transports that occur July 1, 2012 and after.

EMS|MC will be ready to implement services on the July 1st, 2012 start date as requested.



Attachment A: Business Licenses





NORTH CAROLINA Department of the Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

EMS MANAGEMENT & CONSULTANTS, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 1st day of June, 1996, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of November, 2011.

Secretary of State

Elaine I. Marshall



Business Entities/UCC Financial Institutions | Insurance Securities/Retail Franchising Utility Regulation | Utility/Railroad Safety Legal Support Admin Go Search SCC SCC eFile > My Services > Entity Search > Entity Details

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Business Entities

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Additional Services

Welcome to SCC eFile **Business Entity Details**

EMS Management & Consultants, Inc.

SCC ID: F1646159

Business Entity Type: Foreign Corporation

Jurisdiction of Formation: NC

Date of Formation/Registration: 10/20/2005

Status: Active

Shares Authorized: 25,000

Quick Links <u>Division Home</u>

<u>Division Contact</u>

Laws & Reputations Bulletin Archine

External Unks

Principal Office

4731 COMMERCIAL PARK CT STE B

CLEMMONS

27012 NC

Registered Agent/Registered Office

CORPORATION SERVICE COMPANY

11 S 12TH ST

RICHMOND

VA

23218

RICHMOND CITY

Status:

Active

Effective Date:

10/20/2005

Users are encouraged to create an SCC eFile account to:

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- Perform easy step-by-step online transactions for certain types o such as registered agent changes
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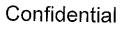
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We provide external links throughout our site. 🛂

PDF(.pdf) Reader Excel (.xls) Viewer PowerPoint (.ppt) Viewer

Word (.doc) Viewer

Attachment B: Audited Financials





Crowe Chizek LLP

REPORT OF INDEPENDENT AUDITORS

Board of Directors and Shareholders EMSMC Holdings, Inc.

We have audited the accompanying consolidated balance sheets of EMSMC Holdings, Inc. (EMSH) as of December 31, 2011 and 2010, and the related consolidated statements of Income, changes in stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of EMSMC Holdings, Inc. as of December 31, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Crowe Chizek LLP

Chicago, Illinois May 9, 2012

CONFIDENTIAL

EMSMC HOLDINGS, INC. CONSOLIDATED BALANCE SHEETS December 31, 2011 and 2010

| ASSETS | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 2011 | 2010 | 2009 |
|--|--|---------------|-----------------------|----------------------|
| Current assets | To the second of | | 2010 | 2003 |
| Cash and cash equivalents | 1 | \$ 753,044 | \$ 1,179,257 | \$ 441,369 |
| Accounts receivable, net | 1347 1347 1347 | 1,947,079 | 1,768,161 | 1,462,061 |
| Capitalized billing costs | | 2,450,463 | 1,672,146 | 1,245,551 |
| Cash held for others | | 284,102 | 151,887 | 142,683 |
| Income taxes receivable | | 178,827 | | 142,003 |
| Prepaid expense and other assets | | 577,804 | | 216,728 |
| Total current assets | | 6,191,319 | | |
| | | | 0,141,040 | 3,000,58Z |
| Property and equipment, net | | 1,551,102 | 637,442 | 690,821 |
| Other assets | | | | |
| Goodwill | | 8,545,098 | 8,545,098 | 8,545,098 |
| Customer contracts, net | | 3,345,590 | 3,673,282 | |
| Deferred financing expenses | | 123,584 | 192,934 | 126,100 |
| Total other assets | | 12,014,272 | 12,411,314 | 12,672,172 |
| | A Committee of the Comm | | 12,117,01-2 | 12,012,112 |
| Total assets | | \$ 19,756,693 | \$ 18,190,602 | \$ 16,871,385 |
| Current liabilities | Secretary Company of the Company of | | | |
| Accounts payable | | \$ 725,387 | 6 250 474 | 6 074 500 |
| Accrued expenses | | 795,903 | \$ 358,474 898,259 | |
| Income taxes payable | 1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 | 2 100,000 | 100,824 | 178,289 |
| Current portion of long-term debt | The state of the s | 1,926,161 | 1,741,667 | 558,617 1,666,667 |
| Deferred income taxes | A proper company of the company of t | 976,245 | 676,511 | 438,987 |
| Total current liabilities | | 4,423,696 | 3,775,735 | 3,114,140 |
| Particular and the second | . N. (1920) | | | |
| Long-term debt, net of current portion | | 5,632,172 | 7,758,333 | 3,999,999 |
| Deferred income taxes | No. april 1 | 1,251,030 | 931,213 | 614,878 |
| Total liabilities | 2. X 2. 1 2. X 2. 1 2. X 2. 2 2. X 2 | 11,306,898 | 12,465,281 | 7 700 047 |
| | 2000 2000 2000 2000 | 11,000,000 | 12,400,201 | 7,729,017 |
| Stockholders' equity | 1 100 | | | |
| Common Stock | 1 h 1 h | 578 | 566 | 568 |
| Subscription notes receivable | | (750,000) | - | 500 |
| Additional Paid In Capital | | 6,699,422 | 5,949,434 | 5,974,432 |
| Retained earnings (deficit) | 100 A | 2,499,795 | (224,679) | 3,167,368 |
| Total stockholders' equity | - 1 (1 전환수) - | 8,449,795 | 5,725,321 | 9,142,368 |
| Total liabilities and stockholders' equity | | \$ 19,756,693 | \$ 18,190,602 | \$ 16,871,385 |

CONFIDENTIAL

CONFIDENTIAL

EMSMC HOLDINGS, INC. CONSOLIDATED STATEMENTS OF INCOME Years ended December 31, 2011 and 2010

| | 2011 | 2010 | 2009 |
|--|------------------------|-------------|---------------|
| Revenues | \$ 18,070,615 | 16,356,956 | \$ 14,893,679 |
| Operating expenses | 12,214,586 | 11,195,145 | 10,659,341 |
| Income from operations before other income and expense | 5,856,029 | 5,161,811 | 4,234,338 |
| Other income (expense) | 2010 | 633 | 1,071 |
| Interest Income | 2,010 | (206,064) | (190,800) |
| Management fees | (222,549) (399,257) | (382,017) | (399,819) |
| Depreciation | (327,692) | (327,692) | (325,998) |
| Amortization | (476,439) | (246,407) | (378,271) |
| Interest expense | (1,423,927) | (1,161,547) | (1,293,817) |
| Total other income (expense) | (1,420,921) | (1,101,017) | (1,200,011) |
| Income before provision for income taxes | 4,432,102 | 4,000,264 | 2,940,521 |
| Provision for income tax expense | 1,707,628 | 1,671,963 | 1,188,081 |
| Net income | \$ 2,724,474 | 2,328,301 | \$ 1,752,440 |

CONFIDENTIAL

Attachment C: Policies and Procedures For EMS Billing





Standard Operating Procedure

Billing

Ambulance Call Report Processing

Document Number: Process-Ambulance Call Report Processing-V01

Prepared by: DeShunda Jones Effective Date: October 1, 2009

Last Update: N/A

Purpose

- A. To provide detailed instruction to all individuals responsible trip processing.
- B. To define performance measurements.

Persons Effected

- A. Person(s) responsible for processing Ambulance Call Reports (ACR).
- B. Person(s) responsible for managing the billing department.
- C. Person(s) responsible for completing quality assurance (QA) audits.
- D. Person(s) responsible for the training of Billing Specialist.

Process Overview

EMS|MCs primary function is claim submission. The Billing Department is responsible for interpreting ACRs and preparing them for submission for payment. This process involves careful review and understanding of ACRs, client specifications, payor requirements, in addition to the guidelines established by EMS|MC.

Definitions

- Hours Index A performance measure that identifies the level of productivity based on the number of claims processed per labor hour.
- <u>Ambulance Call Report</u> (ACR) A legal record ambulance suppliers are required to retain as a permanent record of each patient's medical condition at time of transport and treatment rendered. This is often referred to as the Patient Care Report (PCR).
- <u>EPCR</u> Electronic Patient Care Reports that are imported into RescueNet Billing and housed on the H drive for viewing.
- RescueNet Billing A multi-functional billing management system used to submit claims to payers. This system is also referred to as Sanitas.
- <u>RescueNet Reporting</u> A reporting system that interfaces with RescueNet Billing, to extract and organize ambulance trip data.
- <u>emsCharts</u> A web based data collection tool used to house ambulance transport information.

- <u>ApplicationXtender</u> (AX) ApplicationXtender electronically stores, organizes paper correspondence sent to EMS|MC such as checks, ACRs, authorizations, etc. This system allows the user to view imaged copies of documents. <u>WebXtender</u> allows access to the document imaged in AX via a web portal.
- <u>Import</u> The process of extracting ambulance trip data elements and transferring it into RescueNet Billing with an assigned Run Number.
- Run Number An account/trip number assigned to each ambulance transport entered in the RescueNet Billing system.
- Batch Identification Number Values entered on every trip processed to assist in tracking. The value identifies the ambulance squad, date of ACR receipt and processor.
- <u>Batch Confirmation Report</u> A report that identifies each trip that has bee process within a batch of ACRs. This report is used to reconcile submitted trips against billeted trips.
- Accurint A web based tool, which provides verification and/or retrieval of patient demographic information.

Responsibilities

- A. Billing Specialists shall adhere to prescribed hour's index requirements. The graduated requirements are as follows:
 - a. After 5 weeks billing Maintain at least 50% hours index
 - b. After 9 weeks billing Maintain at least 80% hours index
 - c. After 12 weeks billing Maintain at least 100% hours index
- B. Billing Specialists shall track all time spent completing non-billing activities. This information shall be forwarded to the Team Lead daily.
- C. Billing Specialists shall adhere to the prescribed quality requirements. The graduated requirements are as follows.
 - a. After 5 weeks billing At or above 80 percent
 - b. After 9 weeks billing At or above 90 percent
 - After 12 weeks billing At or above 95 percent
- D. Accurate reconciliation of total number of ACRs processed and Batch Confirmation Report.

Process Steps

- Step 1. Retrieve a batch of ACRs from the Team Lead.
- Step 2. If the batch received is an import batch, proceed to Step 3. If the batch received is paper, physically count each ACR to ensure the total listed on the Daily Work Verification Form, also referred to as the Batch Header sheet, is correct. If the totals reconcile the biller shall circle and initial the total listed on the Batch Header Sheet and proceed to Step 3. If the totals do not reconcile, see the Team Lead for guidance.
- Step 3. Review a single ACR.
- Step 4. Enter billing information in RescueNet Billing. When necessary, access the following resources to provide guidance with trip processing.
 - emsCharts
 - Client Specifications
 - Job Aids
 - EMS|MC Resource Manual
 - Eligibility Websites
 - EPCR
 - Application Extender/WebXtender
 - Elect Folders
 - Accurint

Adhere to client requirement and billing guidelines. Some key decision making factors include:

- Is there enough information to submit to an insurer?
- Is this trip billable based on client preferences?
- Which level of service should be billed?
- Which payor should be selected?
- Which diagnosis code(s) should be used?
- · Are there state and/or payor requirements?
- · Is the trip medically necessary?
- Is the Physician Certification Statement (PCS) valid?

See the Billing Job Aids for guidance.

- **Step 5.** There are some trips that are submitted to EMS|MC that are unprocessable based on client preference.
 - A. Imported trips shall be canceled in RescueNet. See the <u>Canceling a Trip Job Aid</u> for guidance.
 - B. Canceled paper trips shall not be entered into RescueNet and shall have NC (Not Charged) written in the upper right or left hand corner for imaging purposes. Canceled paper trips shall be segregated from billed trips.

- **Step 6.** Upon completing all data entry for the trip, review the data entered and verify if authorized. If processing a paper ACR, remove any staples and note the Run Number on the upper left or right hand corner of the first page. Proceed to Step 7.
- Step 7. Repeat steps 3-6 for each trip until all trips in the batch of ACRs have been processed. Once all trips have been processed <u>or</u> the work day ends; proceed to Step 8.
- Step 8. Access RescueNet Reporting to run a batch confirmation report See the <u>How to Run a Batch Confirmation Report</u> for guidance. Print the batch confirmation report.
- Step 9. The Batch Confirmation Report Totals should reconcile to the total number of trips assigned by the Team Lead. The number of trips canceled shall also be considered, as this total may be needed for accurate reconciliation. If the totals do not reconcile proceed to Step 10. If the totals reconcile, proceed to Step 11.
- **Step 10.** If the Batch Confirmation Report does not reconcile to the number of trips assigned, research shall be conducted to identify the discrepancy.
 - a. Imported trips shall be reconciled by comparing the Run Numbers listed on the Batch Confirmation Report to those on the list of Run Numbers provided by the Team Lead.
 - i. If the discrepancy is an inadvertent omission however the work day has expired, the batch must be completed on the next business day. Note the trips that need to be billed, and proceed to Step 11.
 - ii. If the discrepancy is an inadvertent omission, process all missed trips to complete the batch and repeat Step 9.
 - iii. If the discrepancy is a keying error of the batch identification number, access the trip(s) in RescueNet and correct the batch identification number. Repeat Step 9.
 - **b.** Paper trips shall be reconciled by comparing the Run Numbers listed on the Batch Confirmation Report to those written on each Paper ACRs.
 - i. If the discrepancy is an inadvertent omission however the work day has expired and the batch will be completed on the next business day, note the trips that need to be billed, and proceed to Step 11.
 - ii. If the discrepancy is an inadvertent omission, process all missed trips to complete the batch and repeat Step 9.
 - iii. If the discrepancy is a keying error of the batch identification number, correct the batch identification number and repeat Step 9.
- **Step 11.** Complete the Daily Work Verification Batch Form also referred to as the Batch Header Sheet. The following elements must be included on the Batch Header Sheet:
 - · Name of Biller
 - Processing Date
 - Number of Billed Trips

- Number of Unbillable Trips
- Number of ACR Returns
- **Step 12.** If billing is interrupted due to the work day ending, make copies of the following forms. This will provide information needed to begin work on the next business day. Proceed to Step 13.
 - · Batch Header Sheet
 - ACR List
- Step 13. Place the following in the designated area to be retrieved by the Team Lead:
 - Batch Header Sheet
 - ACR List
 - Batch Confirmation Report (See the <u>How to Run a Batch Confirmation Report Job Aid</u> for guidance.)
 - Billed/Reviewed Paper ACRs (Unbillable Paper ACRs shall be placed immediately under the Batch Header Sheet atop all billed ACRs.)

Associated Forms & Documents

- A. How to Cancel a Trip Job Aid
- B. How to Run a Batch Confirmation Report Job Aid

Page 6 of 7

Document History

| Version | Change Date | Summary of Changes | Responsible Party | |
|---------|-------------|--------------------|---------------------------------------|--|
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| | | | | |

| Robin Albright | October 1, 2009 |
|--------------------------------------|-----------------|
| APPROVAL - Department Head Signature | Date |

Attachment D: SAS 70 Type II Audit





REPORT ON CONTROLS PLACED IN OPERATION AND TESTS OF OPERATING EFFECTIVENESS

From the period July 1, 2010 through May 31, 2011

Crowe Chizek LLP

http://www.crowechizek.com



REPORT ON CONTROLS PLACED IN OPERATION AND TESTS OF OPERATING EFFECTIVENESS

From the period January 1, 2010 through June 30, 2010

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Crowe Chizek LLP

REPORT OF INDEPENDENT ACCOUNTANTS

EMS Management and Consultants, Inc. Clemmons, NC

We have examined the accompanying description of controls related to the Rescue Net Billing and Application Extender Imaging application systems of EMS Management and Consultants, Inc. (EMSMC) at the Clemmons, North Carolina location. Our examination included procedures to obtain reasonable assurance about whether (1) the accompanying description presents fairly, in all material respects, the aspects of EMSMC's controls that may be relevant to a user organization's internal control as it relates to an audit of financial statements, (2) the controls included in the description were suitably designed to achieve the control objectives specified in the description, if those controls were complied with satisfactorily and user organizations applied the controls contemplated in the design of EMSMC's controls, and (3) such controls had been placed in operation as of May 31, 2011. The control objectives were specified by EMSMC. Our examination was performed in accordance with standards established by the American Institute of Certified Public Accountants and included those procedures we considered necessary in the circumstances to obtain a reasonable basis for rendering our opinion.

In our opinion, the accompanying description presents fairly, in all material respects, the relevant aspects of EMSMC's controls related to the Rescue Net Billing and Application Extender Imaging application systems that had been placed in operation as of May 31, 2011. Also, in our opinion, the controls, as described, are suitably designed to provide reasonable assurance that the specified control objectives would be achieved if the described controls were complied with satisfactorily and user organizations applied the internal controls contemplated in the design of EMSMC's controls relating to the Rescue Net Billing and Application Extender Imaging application system.

In addition to the procedures we considered necessary to render our opinion as expressed in the previous paragraph, we applied tests to specific controls, listed in Appendix A, to obtain evidence about their effectiveness in meeting the control objectives, described in Appendix A, during the period from July 1, 2010 to May 31, 2011. The specific controls and the nature, timing, extent, and results of the tests are listed in Appendix A. This information has been provided to user organizations of EMSMC and to their auditors to be taken into consideration, along with information about the internal control at user organizations, when making assessments of control risk for user organizations. In our opinion the controls that were tested, as described in Appendix A were operating with sufficient effectiveness to provide reasonable, but not absolute, assurance that the control objectives specified in Appendix A were achieved during the period from July 1, 2010 to May 31, 2011. However, the scope of our engagement did not include tests to determine whether control objectives not listed in Appendix A were achieved; accordingly, we express no opinion on the achievement of control objectives not included in Appendix A.

The relative effectiveness and significance of specific controls at EMSMC and their effect on assessments of control risk at user organizations are dependent on their interaction with the controls and other factors present at individual user organizations. We have performed no procedures to evaluate the effectiveness of controls at individual user organizations.

The description of controls at EMSMC is as of May 31, 2011 and information about tests of the operating effectiveness of specified controls covers the period from July 1, 2010 to May 31, 2011. Any projection of such information to the future is subject to the risk that, because of change, the description may no longer portray the controls in existence. The potential effectiveness of specific controls at EMSMC is subject to inherent limitations and, accordingly, errors or fraud may occur and not be detected. Furthermore, the projection of any conclusions, based on our findings, to future periods is subject to the risk that changes may alter the validity of such conclusions.

This report is intended solely for use by the management of EMSMC, its customers, and the independent auditors of its customers.

Crowe Chizek LLP

South Bend, Indiana September 13, 2011

DESCRIPTION OF CONTROLS PLACED IN OPERATION Provided by EMS Management and Consultants, Inc.

OVERVIEW OF OPERATIONS

EMS Management & Consultants, Inc. is a privately owned organization (EMSMC) providing revenue cycle management services to ambulance and EMS service providers. Customers include counties, municipalities, towns, and private ambulance and EMS services primarily in the southeastern United States. The company was founded in 1996 and has grown steadily over the last 15 years. Currently, the company has over 160 customers in 8 states and has over 150 employees. EMSMC has offices located in Clemmons, North Carolina and West Point, Georgia.

EMSMC has matured into an industry leader whose main focus continues to be providing revenue cycle management services to the ambulance and EMS industry. As the company has grown, processes and job functions have become more specialized in order to achieve higher quality and efficiency. In addition, EMSMC maintains a strong commitment to the quality of training that is administered internally to employees and is always striving to exceed client requirements.

EMSMC's expertise in providing these services has made EMSMC one of the nation's leaders in the EMS industry. Some of EMSMC's clients include: Wake County (Raleigh, NC), Guilford County (Greensboro/High Point, NC), Forsyth County (Winston-Salem, NC), Greenville County (Greenville, SC), Richland County (Columbia, SC) and Charleston County (Charleston, SC). The company processed nearly 800,000 claims in 2010.

On March 31, 2009, EMSMC acquired Ambulance Billing Consultants, LLC (ABC) in West Point, Georgia. ABC provides similar revenue cycle management services to the EMS industry.

This document addresses general control objectives that relate to EMSMC and activities specific to revenue cycle management of ambulance and EMS claims. These controls will be clearly defined and will be accompanied by an explanation of whom these controls affect, or the department to which they relate.

Identification of Control Objectives and Tests of Operating Effectiveness related to the descriptions provided within this section are listed in Appendix A.

User Control Considerations that complement the controls in place for EMSMC are listed in Appendix B.

DESCRIPTION OF CONTROLS PLACED IN OPERATION

Provided by EMS Management and Consultants, Inc.

GENERAL CONTROLS

General controls are those policies, procedures, and safeguards that relate to all internal information system activities. Their purpose is to ensure the continued, consistent, and proper functioning of information systems by controlling, protecting, and maintaining application software and computer operations. The controls are divided into the following areas:

- Organization and Administration
- > Backup and Recovery Procedures
- > Software Release Implementation and Documentation
- Operations
- System Software and Hardware
- > Physical Security, and
- ➤ Logical Security

It should be noted that, if these areas are not segregated, they could overlap to affect all information system activities. As a result, the adequacy of these controls is considered fundamental to the effectiveness of specific applications. Weaknesses within these general controls can have pervasive effects that are detrimental to many applications.

Organization and Administration

The effectiveness of controls cannot rise above the integrity and ethical values of the people who create, administer, and monitor them. Integrity and ethical values are critical elements of the control environment. It includes management's actions to remove or reduce incentives and temptations that might prompt personnel to engage in dishonest or unethical acts. Management is committed to employee competence and it considers the competence levels for particular jobs and how those levels translate into requisite skills and knowledge. EMSMC's management philosophy and operating style encompasses a broad range of characteristics which include taking and monitoring business risks, information processing, accounting functions and personnel.

Management performs monitoring activities in order to continually assess the quality over time. Monitoring activities are used to initiate corrective action through department meetings, client conference calls, and informal notifications. Management performs monitoring activities on a continuous basis and necessary corrective actions are taken as required to correct deviations from company policy and procedures.

Senior management's close involvement in operations helps to identify significant variances from expectations regarding internal controls. Senior management evaluates the specific facts and circumstances related to suspected failures in internal control procedures. Senior management makes the decision for addressing control weaknesses based on whether the incident was a single event or requires a change in the company's procedures or personnel. Management accomplishes this through on-going monitoring activities, separate evaluations, or a combination of the two.

DESCRIPTION OF CONTROLS PLACED IN OPERATION Provided by EMS Management and Consultants, Inc.

EMSMC has a Board of Directors consisting of six members of the company. The Board meets quarterly, and supervises the EMSMC management team. The management team meets regularly to assure communications between departments, and collectively directs the day-to-day operation of EMSMC. The company is organized into eight separate functional departments to provide adequate separation of duties. The departments are: Claims Management, Legal, Provider Business Services, Case Management, Client Relations, Customer Service, Receivables Management and Business Administration. A member of management controls each department:

- ➤ Claims Management: This department is responsible for all initial billing activities. These activities include, but are not limited to entering charges, appropriate medical codes (ICD-9 codes), a narrative for each claim, insurance information and proper schedule for claim to be transmitted to payer.
- > Legal: This department is responsible for providing necessary documentation to attorney's, patients and providers for litigation claims as well as following up on claim progress.
- Provider Business Services: This department is responsible for staying current on all regulations related to the ambulance reimbursement and communicating appropriately with clients as well as internal operations. The department serves as a resource for various client issues, operational process improvement and compliance requirements.
- > Accounts Performance: This department is responsible for claims follow up and denial processing.
- Client Relations: This department is responsible for client customer service. This includes serving as a single point of contact for clients and responding to various client needs.
- ➤ Customer Service: This department is responsible for taking all in-coming patient calls. These calls include billing related questions and taking patient insurance information and filing claims.
- ➤ Receivables Management: This department is responsible for handling the payment posting process including sorting all in-coming mail, scanning, indexing, posting payments and preparing bank deposits.
- > Business Administration: This department is responsible for human resource functions, accounting, and other business administrative functions.

EMSMC maintains an employee handbook that describes company policies for items such as hiring, termination, vacation, employee benefits, discrimination and harassment. The handbook is made available to each employee and is reviewed in detail. Each employee is required to sign a statement indicating that he/she has read and understands the policies stated in the handbook.

DESCRIPTION OF CONTROLS PLACED IN OPERATION

Provided by EMS Management and Consultants, Inc.

Backup and Recovery Procedures

EMSMC maintains a disaster recovery plan which outlines the steps needed to minimize the duration of disruption of service in the event of a disaster. Types of disasters covered are power outages, hardware failures, communication failures, and data center disasters that would cause mission critical services to be moved to a backup site.

To minimize disruptions in service, EMSMC contracts with an offsite data center equipped with an onsite, natural gas line fueled generator as a secondary power source. EMSMC also employs a platform wide Uninterrupted Power Supply (UPS) system in case of a power outage. The USP system supplies power for a minimum of one hour. In addition, EMSMC has virtualized all critical applications and has an offline template of the environment meant to minimize any disruption to service. The EMSMC contracted data center performs offsite incremental system backups nightly and full backups weekly. The EMSMC contracted data center has a redundant data storage strategy, which houses EMSMC data offsite.

Software Release Implementation and Documentation

EMSMC processes all claims using Zoll Data System's RescueNet Billing system. Additionally, EMSMC utilizes Documentum's Application Extender Imaging (AX) system to scan and index all paper patient care reports (PCR), explanation of benefits (EOBs) and payment documents and other correspondence.

As enhancements become available from Zoll Data Systems or Documentum, EMSMC will update the EMSMC system after normal business hours as prescribed through the release procedures. Testing is performed in a testing environment for RescueNet Billing updates prior to updating in the live data environment.

When a new release is announced, EMSMC reviews the relative release notes and distributes them to the appropriate departments.

Operations

EMSMC has developed and formalized procedures for setting up new clients within the core processing applications. The client relations department conducts deployment meetings with new clients in order to complete a client survey.

The completed survey is used as the source information to complete a new company set up request form. This request form is forwarded to the system administrator to complete the setup. Once the setup is complete the request form is forwarded back to client relations indicating the system is ready to process claims.

DESCRIPTION OF CONTROLS PLACED IN OPERATION Provided by EMS Management and Consultants, Inc.

During the implementation of a new client, a deployment task list is maintained by client relations to ensure all critical set up and deployment tasks are completed in a timely manner. In addition, a client profile document is developed to document all client specific claims processing policies and procedures. The client profile is maintained and updated on an ongoing basis as necessary.

EMSMC provides routine financial reports, detailing account performance. These reports offer account analysis information such as gross charges billed, number of trips billed, net collections, daily deposit amounts in addition to other beneficial financial information. The following reports are sent via email or transferred via secure File Transfer Protocol (FTP) server:

- Daily Deposit Reports (Only available to those clients who authorize EMSMC to make deposits on their behalf.)
- Weekly Credit Reports/Envelopes
- Monthly Invoices and supporting reports
- Month End reports

System Software and Hardware

EMSMC contracts with a data center which monitors and reviews system resources on a daily basis. Drive space and database sizes are recorded daily. Network traffic is periodically reviewed. The traffic is collected and analyzed for excessive spikes and bottlenecks.

E-Trust (Computer Associates) anti-virus application is installed on all servers and workstations. The servers are configured at scheduled interval through out the day to get updated virus definitions. There are also scheduled virus scans that are programmed to occur at various times throughout the day. All workstations receive their updated definitions from the primary server and an automatic scan occurs when they are turned on for the first time each day.

A formal maintenance contract is in place for all servers and workstations. This contract provides maintenance for both scheduled and non-scheduled events and covers all hardware and software used in the daily operations at EMSMC. There is a two hour response time for all reported problems.

Physical Security

EMSMC's server room, which contains the servers and telecommunication equipment, is equipped with a key access entry system and is only accessible by personnel granted with the privileges to enter the room. Any visitor that needs access to the room is accompanied by a member of the IT Department. All systems in the room remain in a locked state at the Windows Security Logon level and can only be unlocked by an EMSMC administrator account. All other hardware that is not controlled by a Windows OS is also secured with a user name and password.

DESCRIPTION OF CONTROLS PLACED IN OPERATION

Provided by EMS Management and Consultants, Inc.

The cooling controls of the server room are maintained by a separately controlled air conditioning system. The room maintains a constant temperature between 68 and 70 degrees. The system is regulated by a separate thermostat and is adjustable only when access to the secure server room has been obtained. The room is protected from fire by centrally monitored smoke and fire detectors which are routinely checked for acceptable working condition. In the event of a power outage, each server has the ability to stay online with a UPS system so the systems may be properly shutdown. Mission critical servers are located offsite, hosted by our contracted data center.

Logical Security

The EMSMC IT Department utilizes security measures that restrict access to programs and data files to only those individuals that require it. A formal written request must be submitted for all user additions, changes, and deletions. Periodic reviews are conducted to ensure permissions and privileges have remained appropriate for the users. User accounts are disabled once written notice is received by the IT Department and all disabled accounts are deleted 30 days after the account is disabled.

Access to core applications is granted by access to the EMSMC network domain. Users are not permitted to log on locally to any workstation and must be authenticated by Window's Active Directory before access to any programs, folders/files, or data can be accessed. Application Extender has administrative tools that require a user name and password before the user can access the program. RescueNet users are assigned to a RescueNet group profile based on their position. These profiles are defined by management to restrict access to transactions where necessary and ensure division of duties.

EMSMC has a password security policy in place that is enforced at the domain level with a group policy. The policy requires that passwords expire every 60 days, a minimum of 9 characters, meet complexity requirements and are locked out after 5 invalid login attempts.

DESCRIPTION OF CONTROLS PLACED IN OPERATION Provided by EMS Management and Consultants, Inc.

PROCESS CONTROLS

To facilitate the user institution's understanding of the flow of transactions for emergency call servicing activities, EMSMC processing has been segregated into key processing activities. These activities include:

- > Trip Tracking and Processing
- Payment Tracking and Reporting
- ➤ Invoice Processing

Trip Tracking and Processing

EMSMC receives ambulance call reports (ACR), also referred to as trips, from its clients both electronically and in paper form.

Electronic Trips

Electronic trips are received either via a secure FTP site or by pulling the trips directly from a secure website once per day. The secure FTP site is either EMSMC's site which is segregated by client or the client's secure FTE site depending on client preference. Clients using a secure FTP site will notify EMSMC by email (etrip@emsbilling.us) that trips are currently on the secure FTP site along with the actual number of trips. The number of trips given by the client is critical to reconciling each batch of trips as they are retrieved, imported into the RescueNet Billing System, entered into the Batch Inventory System and billed.

Depending on the electronic field data collection system used by the client, the secure FTP site will contain one txt file per trip or one file containing all trips for that day. Some systems will provide an XML file. In addition, a PDF of the patient call report is provided in order to process secondary claims. One system, EMSCharts, is a web based electronic field data collection system. Trips are retrieved directly from this site, bypassing the secure FTP process. No PDFs are pulled from EMSCharts as PCRs are retrieved one by one on an as needed basis directly from the website. The import files are saved in client specific folders with specific folder names on the network to await importation into the RescueNet billing system the following day. Access to these folders is limited to specific users involved in the import process.

At the beginning of the next day, the import process is run to import the trips directly into the RescueNet billing system. Following the import process, a RescueNet System generated report (Import Confirmation Report) is run to reconcile the number of trips imported to the number of trips received. Any discrepancies are researched and resolved. A copy of the Import Confirmation Report is emailed to each client. This report is also given to the claims management department which creates a "batch" in the Batch Inventory System. This system tracks batches of trips by client at the total number of trips in each batch level. A specific, unique batch naming convention is used; for example, GUIL20080513. Only one batch is imported per client per day.

DESCRIPTION OF CONTROLS PLACED IN OPERATION

Provided by EMS Management and Consultants, Inc.

Paper Trips

EMSMC clients mail batches of paper based trips on a regular basis. Some clients will scan all trip documents into a PDF, place on the secure FTP site and provide notification through email. These PDFs are retrieved and printed for further processing. All batches of paper trips are counted and then entered into the batch inventory system in the same manner as the electronic trips. A batch header sheet is generated from the Batch Inventory System, and placed on the top of the paper batch. The batch is then stored in a secure room awaiting the billing process. 100% of all trips received from clients are tracked at a batch level in the Batch Inventory System.

Assignment of Batches to be Billed

The team leads in the Claims Management Department use the Batch Inventory System to assign batches to billers primarily based on FIFO and clients assigned to the team. In some cases a batch may be assigned to multiple billers. For imported trips, the Import Confirmation Report listing all trips by system assigned run number serves as a source document for billing/completing all electronic trips. A batch header sheet is generated and placed with the Import Confirmation Report at the time an electronic batch is assigned to a biller(s). For paper trips, Billers manually enter all trip information from the paper based trips directly into the RescueNet Billing System.

For each trip, as part of the billing process, the biller will enter the batch number that the trip belongs to in the RescueNet Billing System. This batch number is the one common piece of information that links the Batch Inventory System and the RescueNet Billing System. At the end of each day, the biller will generate a "Batch Confirmation Report" out of RescueNet Billing based on the batch number. The report lists all trips for the batch now processed in the RescueNet Billing System along with a total number of trips. The number of trips processed is recorded on the batch header sheet and tuned into the Team Lead. The Team Lead records the number of trips processed for each Biller for each Batch.

When the number of trips entered into the Batch Inventory System as being processed matches the number of trips in the batch, the system will pop up a window asking if you would like to close the batch. If yes, the system prompts to see if the Batch Confirmation Report total matches the total in the batch as final verification. Any discrepancies are researched and resolved. Occasionally, the trip count for a batch will need to be adjusted due to various reasons including, but not limited to non-billable trips, breaking legs on round trips, or some other unique situation. All adjustments are recorded in the memo section in order to reconcile back to the original batch quantity.

If a group of paper based trips is not completely entered into the billing system in a given business day, the employee records the trips entered on the batch header sheet and turns in his/her work into the team lead. The biller will continue with this batch on the next business day until it is complete and closed.

Once the batch is closed in the Batch Inventory System, all trips are now being processed and tracked at the individual trip level in the RescueNet Billing System.

DESCRIPTION OF CONTROLS PLACED IN OPERATION Provided by EMS Management and Consultants, Inc.

Payment Tracking and Reporting

Payments can be received directly by EMSMC's clients through an electronic funds transfer (EFT) or by EMSMC on behalf of its clients as a check (on a limited basis, EMSMC receives payment from patients by credit card and on rare occasion in cash). Checks are made payable to EMSMC's client. Payments received by EMSMC on behalf of its clients are received at the Company's headquarters. EMSMC receives an explanation of benefits (EOB) for all payments received by EMSMC's clients either directly from the payer or from the client. Payments are processed daily (including sorting of payments by client) and progress through the following steps.

<u>Imaging</u>

All payments, including EOBs and any other correspondence included with payment, or proof of payment are scanned into EMSMC's Application Extender imaging system (AX) when received. All imaging is done in Clemmons, North Carolina. All sorted payment documents are scanned into AX in batches of a single client or group of clients. Batches are given specific batch names in AX.

Indexing

Each payment document is "indexed" in AX by entering client, payer, payment type, payment method, check amount, check number, check date and scan date into a summary table attached to the images. The majority of indexing occurs at EMSMC's business process outsource (BPO) partner. It is important to note that all worked performed by our BPO partner is performed on EMSMC's system located in Clemmons, North Carolina. All batches in AX are indexed on a daily basis.

Disbursement of non-EFT Payments

Clients can elect to have checks received by EMSMC on their behalf directly deposited into their respect bank accounts. It is important to note that all checks are made out in the name of EMSMC's clients. EMSMC utilizes an independent third party to deliver payments to clients' respective banks on a daily basis. If clients elect to not use direct deposit, EMSMC collects all check payments in individual client provider envelops and mail the provider envelops to clients on a weekly basis. Credit card payments received by EMSMC on behalf of its customers are tracked as described above and included on a clients' monthly invoice as a deduction to the amount owed to EMSMC. Payment document totals are reconciled to a system generated AX report based on index values. Discrepancies are researched and resolved.

DESCRIPTION OF CONTROLS PLACED IN OPERATION

Provided by EMS Management and Consultants, Inc.

Payment Posting

Once payments have been scanned (imaged), indexed and reconciled as mentioned above, the payment information is posted to EMSMC's RescueNet Billing System. EMSMC's employees and the BPO partner post payments from the images in AX as opposed to live checks. This is done by inputting the payment information to the corresponding trip in the Rescue Net Billing System. After payments have been posted, the BPO reconciles a payment posting summary report from the Rescue Net Billing System to an indexing summary report from EMSMC's AX Imaging System. EMSMC employees handle exceptions or un-postable amounts that BPO is unable to apply to the Rescue Net Billing System.

Daily deposit Clients have the option of receiving a posting to deposit reconciliation along with a summary and detail report on a daily basis that accounts for payments received on that specific day. Clients receive a detailed and summary report on a monthly basis with their respective invoices that ties to their respective invoices.

Invoice Processing

EMSMC processes invoices for clients once a month. Net collection by client information for invoicing is provided from the RescueNet Billing System following the system month end closing process. This is a hard close of the open billing period and is performed on the second business day of the month following the month to be closed.

During the invoicing process, several reconciliations are completed to ensure invoicing accuracy. Credit card payments processed in QuickBooks and on the EMSMC website for the month are compared to credit card payments posted in the RescueNet Billing system. Once the invoicing process is completed, a QuickBooks Monthly Invoiced Total report is generated. The total from this report is reconciled against the net collection amount from the RescueNet Billing System. Any discrepancies are researched and corrected prior to distributing invoices to clients.

Following the invoicing process, all invoices are distributed to clients along with supporting summary level reports from the RescueNet Billing System.

Controls provide reasonable assurance that the company is organized to provide internal segregation of duties. Company and end user functions are appropriately segregated. CONTROL OBJECTIVE.

| | f Test Results | reports No relevant exceptions noted. | reports No relevant exceptions noted. f the | e of the No relevant exceptions noted. s of sonnel. | |
|--|---------------------------|--|--|---|---|
| | Sample/Population of Test | Inspected documents and reports indicating performance of the control. | Inspected documents and reports indicating performance of the control. | Observed the performance of the control and made inquiries of appropriate company personnel. | |
| | Tests Performed | Reviewed the organization chart for completeness and accuracy. | 2. Reviewed the organizational chart noting the degree to which Claims Management, Legal, Provider Business Services, Case Management, Client Relations, Customer Service, Receivables | Administration are segregated. 3. Interviewed management and observed staff performing duties to ensure that adequate separation of duties exist. | |
| 等人是不是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一 | Controls Tested | An EMSMC organizational chart exists that documents the departments and the roles of individuals within the departments. | The service organization is organized in separate functional areas to provide adequate separation of duties. | The EMSMC staff that imports trips data into Rescue Net Billing is separate from the staff that performs the Billing. Further, the staffs that scan and indexes | payment documentation are separate from the staff that posts payments to the Rescue Net Billing system. |



Controls provide reasonable assurance that the company is organized to provide internal segregation of duties. Company and end user functions are appropriately segregated. CONTROL OBJECTIVE -

| A written contract exists between A Reviewed policies and indicating performance of the exist between EMSMC and its current contract is maintained between EMSMC and its current current contract. S. Verified that a signed and current contract is unaturatined between EMSMC and its current current contract. Current current contract is maintained between EMSMC and its current current current contract. | | | | |
|---|---|-----------------|---|-------------------------------|
| contractual obligations that exist between EMSMC and its customers. 5. Verified that a signed and between EMSMC and its current contract is maintained between EMSMC and its customers. Customers. Inspected documents and reports contract is maintained between EMSMC and its control by reviewing a sample of customers. inclusion of a signed and current contract. | Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
| Verified that a signed and current contract is maintained between EMSMC and its customers. customers. inclusion of a signed and current contract. | vritten contract exists between ISMC and the customers dining the general services to provided. | 1 | Inspected documents and reports indicating performance of the control and made inquiries of appropriate company personnel. | No relevant exceptions noted. |
| | | | Inspected documents and reports indicating performance of the control by reviewing a sample of current customer files for inclusion of a signed and current contract. | No relevant exceptions noted. |
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| through | courses provide reasonable assurance that administrative through documented job descriptions, policies and standards. | at admunstrative and operational pries and standards. | Controls provide reasonable assurance that administrative and operational procedures are clearly communicated through documented job descriptions, policies and standards. |
|--|---|--|--|
| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
| An EMSMC employee manual and information security policies exist within the organization that is distributed to employees. Further, employees are required to sign an acknowledgement that they have obtained and read the policies. | 1. Ascertained that an employee handbook exists and reviewed the handbook for inclusion of policies for hiring, termination, vacation, employee benefits, discrimination, harassment, and information security. | Inspected documents and reports indicating performance of the control. | No relevant exceptions noted. |
| | 2. Verified a signed Employee Acknowledgement Form was present in the personnel file. | Reperformed the application of the control by selecting a sample of employees and verified that a signed Employee Acknowledgement form was present in the employee's personnel file. | No relevant exceptions noted. |
| EMSMC job descriptions have been documented that denote the responsibility and functions of the employees at the organization. | Reviewed the job descriptions for completeness, accuracy, and appropriateness to the situation. | Inspected documents and reports indicating performance of the control. | No relevant exceptions noted. |
| | | | |



Controls provide reasonable assurance that administrative and operational procedures are clearly communicated through documented job descriptions, policies and standards. CONTROL OBJECTIVE -

| Sample/Population of Test | mance of the | lecting a sample d verified that a nd check form le employee's | |
|---------------------------|---|--|--|
| Sample/Popu | Inspected documents and reports indicating performance of the control. | Reperformed the application of the control by selecting a sample of employees and verified that a signed background check form was present in the employee's personnel file. | |
| Tests Performed | 4. Reviewed the personnel policies for inclusion of personnel background screening. | 5. Verified a signed background check form was present in the personnel file. | |
| Controls Tested | A social security trace, criminal background check and check of the Office of Inspector General Exclusions database are performed on potential new employees that are hired by EMSMC. | | |



Controls provide reasonable assurance that internal control activities are reported to management and strategic planning has been implemented. CONTROL OBJECTIVE.

| Tests Performed |
|--|
| Obtained and reviewed the strategic plan and discussed with management. |
| Obtained and reviewed EMSMC management and Board of Directors meeting minutes and discussed with management. |
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APPENDIX A BACKUP AND RECOVERY PROCEDURES

Controls provide reasonable assurance that backup procedures and current off-site storage of important files, as well as a formal plan for disaster recovery exist. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|--|--|---|-------------------------------|
| An EMSMC Disaster Recovery Plan has been created and implemented relative to the procedures for recovering core system operations. | Obtained a copy of the disaster recovery plan and discussed contingency planning provisions with management. | Inspected documents and reports indicating performance of the control and made inquiries of appropriate company personnel. | No relevant exceptions noted. |
| EMSMC core systems are backed up on a daily basis. Further, the data retention policies are documented. | Discussed with management and reviewed procedures for performing system backups | Inspected documents and reports indicating performance of the control and made inquiries of appropriate company personnel. | No relevant exceptions noted. |
| | 3. Verified that core systems are backed up on a daily basis. | Re-performed the application of the control by selecting a sample of dates to verify that system backups were performed. | No relevant exceptions noted. |
| EMSMC core system backups are transferred offsite on a daily basis and stored in a secure location. | Verified that tape backups are transferred offsite after backups are completed. | Re-performed the application of the control by selecting a sample of dates and verified that system backups are transferred offsite. | No relevant exceptions noted. |
| | | | |



APPENDIX A BACKUP AND RECOVERY PROCEDURES

Controls provide reasonable assurance that backup procedures and current off-site storage of important files, as well as a formal plan for disaster recovery exist. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|---|--|-------------------------------|
| EMSMC core system documentation and the disaster recovery plan is taken offsite periodically and stored in a secure location. Further, sensitive onsite documentation is kept in a secure location when not being utilized. | 5. Observed that the sensitive documentation maintained either onsite or kept offsite in a secure location when not being utilized. | Observed the performance of the control. | No relevant exceptions noted. |
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APPENDIX A BACKUP AND RECOVERY PROCEDURES

Controls provide reasonable assurance insurance coverage exists relative to loss of equipment, records and data processing capability. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|--|--|--|-------------------------------|
| EMSMC has insurance coverage in place to cover the potential loss of the building, critical systems and media. Further, coverage for employee errors and omissions is in place in the event of inadvertent errors made by EMSMC personnel. | Obtained and reviewed copies of insurance policies and noted that effective dates and related coverage were current. | Inspected documents and reports indicating performance of the control and made inquiries of appropriate company personnel. | No relevant exceptions noted. |
| | Confirmed insurance coverage with all appropriate third party insurance companies. | Confirmed coverage with appropriate insurance carriers. | No relevant exceptions noted. |
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APPENDIX A SOFTWARE RELEASE IMPLEMENTATION AND DOCUMENTATION

CONTROL OBJECTIVE - Controls provide reasonable assurance that updates to application

| implemented and documented to provide an audit trail to facilitate future system changes. | Test Results | No relevant exceptions noted. | No relevant exceptions noted. | No relevant exceptions noted. |
|---|---------------------------|--|---|--|
| updates to applications are auth udit trail to facilitate future system | Sample/Population of Test | Inspected documents and reports indicating performance of the control and made inquiries of appropriate company personnel. | Re-performed the application of the control by reviewing the RescueNet and AX installations performed during the period. | Inspected document indicating the performance of the control and made inquiry of appropriate company personnel. |
| implemented and documented to provide an audit trail to facilitate future system changes. | Tests Performed | Review documented system release process with management noting detail procedures for release documentation. | 2. Verified that new system release procedures require authorization, approval and testing prior to implementation. | 3. Verified that user manual exists for the EMSMC core system application and the manual contain instructions on the functionality of the core applications. |
| implement | Controls Tested | EMSMC Management has developed procedures for the system release process that is utilized by the organization. This process includes at a minimum the procedures for obtaining the release documentation, review and approval process of the system release, testing standards, backup requirements and procedures for installing the release into production. | | A user manual has been developed for the EMSMC core applications that educate users on the functionality of the core processing applications. |



APPENDIX A SOFTWARE RELEASE IMPLEMENTATION AND DOCUMENTATION

Controls provide reasonable assurance that updates to applications are authorized, tested, approved, properly implemented and documented to provide an audit trail to facilitate future system changes. CONTROL OBJECTIVE -

| Test Results | No relevant exceptions noted. | |
|---------------------------|---|--|
| Sample/Population of Test | Inspected document indicating the performance of the control and made inquiry of appropriate company personnel. | |
| Tests Performed | 4. Verify that user and system documentation are updated to reflect changes made to the EMSMC core system application. | |
| Controls Tested | Procedures are in place to ensure that user and / or system documentation is updated for changes that are made to EMSMC core system applications. | |



APPENDIX A OPERATIONS

Controls provide reasonable assurance that client implementation projects are performed in accordance with the defined project plans, authorized, and properly implemented. CONTROL OBJECTIVE -

| if Test Results | No relevant exceptions noted. the left. | No relevant exceptions noted. | of No relevant exceptions noted. | |
|---------------------------|---|---|---|---|
| Sample/Population of Test | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | Made inquiry of appropriate company personnel. | Re-performed the application of the control by selecting a sample of new clients' setup in the core processing application and verified that required documentation is completed for each sampled client. | |
| Tests Performed | Verified that formalized procedures for setting up new clients within the core processing applications exist. | Discussed with management that a deployment meeting occurs to complete client survey. | 3. Verified that client surveys and other new client setup documents are used and completed for new clients' setup in the core processing systems. | |
| Controls Tested | EMSMC has developed formalized procedures for setting up new clients within the core processing application. | The client relations department conducts deployment meetings with new clients in order to complete a client survey. | Client surveys are utilized in the implementation project and retained for all new clients setup on the system. | • |



APPENDIX A OPERATIONS

Controls provide reasonable assurance that client implementation projects are performed in accordance with the defined project plans, authorized, and properly implemented. CONTROL OBJECTIVE -

| 4; ro, | Tests Performed | Sample/Population of Test | Test Results |
|---|--|--|-------------------------------|
| 4, 10, | | | |
| ıv. | Verified that a new company request form was completed for new clients' setup in the core processing systems. | See testing above. | No relevant exceptions noted. |
| deployment tasks are completed properly and in a timely manner. | Discussed with management and reviewed deployment task list to verify that they are utilized during new client setup. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| 6. lient blicies profile on an | Discussed with management and reviewed client profile document to determine that client specific procedures are developed. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| | | | |

APPENDIX A OPERATIONS

CONTROL OBJECTIVE - Controls provide reasonable assurance that output data and documents are distributed to authorized recipients.

| Test Results | No relevant exceptions noted. | No relevant exceptions noted. | |
|---------------------------|---|---|--|
| Sample/Population of Test | Observed the performance of the control and made inquiry of appropriate company personnel. | Observed the performance of the control and made inquiry of appropriate company personnel. | |
| Tests Performed | 1. Verified automated procedures include controls to generate electronic reports and making them available to only the authorized user that needs access to the report. | 2. Verified manual report distribution procedures include the procedures used to print, separate and distribute the reports to the appropriate end users. | |
| Controls Tested | EMSMC has manual and automated procedures to ensure that system reports are distributed to client institutions in a timely manner. | | |



APPENDIX A SYSTEM SOFTWARE AND HARDWARE

Controls provide reasonable assurance that updates to applications are authorized, tested, approved, properly implemented and documented to provide an audit trail to facilitate future system changes. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|--|--|-------------------------------|
| EMSMC ensures that it has documented procedures for keeping hardware and software updated with the latest versions, patches, and hot fixes. | 1. Reviewed documented procedures for keeping hardware and software updated with the latest versions, patches, and hotfixes. Exceptions are reviewed and approved by management. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| Procedures are in place to monitor usage of system resources to ensure system hardware and software is functioning normally. | 2. Discussed with management and reviewed documentation noting system resource usage is monitored daily by appropriate personnel. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| Management ensures all workstations and servers have antivirus software installed and that anti-virus signatures are updating periodically. | 3. Verified that servers and workstation have anti-virus software installed and that anti-virus signatures are updated. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| Management maintains formal maintenance coverage on critical system servers and hardware. | 4. Verified that formal maintenance coverage on critical system servers and hardware exists. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel | No relevant exceptions noted. |



APPENDIX A PHYSICAL SECURITY

Controls provide reasonable assurance that adequate safeguards and procedures are in place to at the EMSMC office to protect computer equipment, storage media, and documentation against intrusions, fire, and other hazards. CONTROL OBJECTIVE -

| st Test Results | fic No relevant exceptions noted. f | of No relevant exceptions noted. ing s to | of No relevant exceptions noted. ting a 5 7ees | No relevant exceptions noted. |
|---------------------------|---|---|---|---|
| Sample/Population of Test | Observed application of specific controls and made inquiries of appropriate company personnel. | Reperformed the application of the control by reviewing a listing of keycard holders with access to the computer room for appropriateness based on the individual's job responsibilities. | Re-performed the application of the control by comparing a listing of current card key holders to a list of terminated employees to ensure that terminated employees access to the facility has been removed. | Observed the application of specific controls. |
| Tests Performed | Observed the proximity card system while onsite and discussed procedures with management. | 2. Observed physical security procedures throughout the audit and verified that access to the computer room is restricted appropriately based on job responsibilities. | 3. Verified that terminated employees access is removed from the card key access system. | 4. Toured the facility and noted the presence and location of portable fire extinguishers (recent inspection), fire detection sensors and alarms, emergency lighting, and exit signs. |
| Controls Tested | A proximity card system restricts access to the facility. All doors to the service organization are locked at all times. | Access to the computer room is restricted via the facility's proximity card system and is limited to appropriate EMSMC personnel. | Upon termination of employment with EMSMC, the employee's proximity card is deactivated immediately and recovered from the employee. | Heat and smoke detectors are connected to a monitored alarm system. Further, hand-held fire extinguishers, emergency lighting, and exit signs are located throughout the facility. |



APPENDIX A PHYSICAL SECURITY

Controls provide reasonable assurance that adequate safeguards and procedures are in place to at the EMSMC office to protect computer equipment, storage media, and documentation against intrusions, fire, and other hazards. CONTROL OBJECTIVE -

| Test Results | No relevant exceptions noted. | No relevant exceptions noted. | |
|---------------------------|---|---|--|
| Sample/Population of Test | Observed the application of specific control. | Observed the application of specific control. | |
| Tests Performed | 5. Toured the facility and computer room and noted the presence and location of a UPS system. | 6. Toured the computer room and noted the presence and location of a dedicated air conditioning unit for the computer room. | |
| Controls Tested | An Uninterruptible Power Supply (UPS) system is installed to protect the computer systems from short-term power failures. | A dedicated air conditioning unit is installed in the computer room. | |



APPENDIX A PHYSICAL SECURITY

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| CONTROL OBJECTIVE - Contro | ls provide reasonable assurance that. co protect computer equipment, stora | Controls provide reasonable assurance that adequate safeguards and procedures are in place to at the production dai center to protect computer equipment, storage media, and documentation against intrusions, fire, and other hazards. | Controls provide reasonable assurance that adequate safeguards and procedures are in place to at the production data center to protect computer equipment, storage media, and documentation against intrusions, fire, and other hazards. |
|--|---|--|--|
| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
| All exterior doors to the production data center are locked at all times. All visitors and EMSMC staff must be escorted at the production data center. | 1. Interviewed management regarding physical security procedures and devices, schedules of operation and observed physical security systems and procedures. | Made inquiries of appropriate company personnel and observed application of specífic controls. | No relevant exceptions noted. |
| Access to the production data center is limited through the use of a biometric access system. | 2. Discussed with management security systems and toured the facility and noted the presence and location of security devices. | Made inquiries of appropriate company personnel and observed operation of biometric security system. | No relevant exceptions noted. |
| Access to the EMSMC systems at the production data center is restricted to a minimum number of employees. | Discussed with management and toured the facility and noted access restrictions for EMSMC systems. | Made inquiries of appropriate company personnel and observed application of specific controls. | No relevant exceptions noted. |
| The production data center is equipped with redundant cooling, power, and telecommunications equipment. | 4. Toured the production data center and noted the presence of redundant equipment. | Observed application of specific controls. | No relevant exceptions noted. |
| | | | |



General Controls

APPENDIX A PHYSICAL SECURITY

CONTROL OBJECTIVE - Controls provide reasonable assurance that adequate safeguards and procedures are in place to at the production data

| ntrusions, fire, and other hazards. | Test Results | No relevant exceptions noted. | | |
|---|---------------------------|--|--|--|
| center to protect computer equipment, storage media, and documentation against intrusions, fire, and other hazards. | Sample/Population of Test | Made inquiries of appropriate company personnel and observed application of specific controls. | | |
| center to protect computer equipment, storag | Tests Performed | 5. Discussed with management and toured the facility and noted presence of video surveillance cameras. | | |
| center to | Controls Tested | 24-hour surveillance cameras are used to monitor both the exterior and interior of the facility. | | |



APPENDIX A LOGICAL SECURITY

Controls provide reasonable assurance that logical access to application systems and data is limited to properly authorized individuals. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|---|--|-------------------------------|
| A formalized access request process is in place for adding, changing and deleting user access to the EMSMC core applications. All requests must be approved and documented. | 1. Verified that formal request process exists for adding, changing and deleting user access to the EMSMC core applications. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| Access to EMSMC core applications are assigned to personnel based on job responsibilities. | Verified that access to core applications is assigned to personnel based on their job responsibilities. | Re-performed the application of the control by reviewing user access permissions and verified access was assigned according to job responsibilities. | No relevant exceptions noted. |
| | Verified that access to core applications is removed for terminated employees. | Re-performed the application of the control by reviewing a sample of terminated employees and verified access to core applications were removed. | No relevant exceptions noted. |
| EMSMC core applications are managed by authorized personnel. | 4. Verified that the core application user administration capability is limited to authorized personnel. | Inspected documentation indicating the performance of the control and made inquiry of appropriate company personnel. | No relevant exceptions noted. |
| | | | |



General Controls

APPENDIX A LOGICAL SECURITY

Controls provide reasonable assurance that logical access to application systems and data is limited to properly authorized individuals. CONTROL OBJECTIVE -

| Test Results | No relevant exceptions noted. | | | |
|---------------------------|---|--|--|--|
| Sample/Population of Test | Inspected documentation indicating the performance of the control by reviewing network user accounts and access settings. | | | |
| Tests Performed | 5. Verified that users of the core application must log on to the EMSMC network with a properly configured network account to access the core applications. | | | |
| Controls Tested | EMSMC core applications can only be accessed by authorized personnel with properly configured network account. | | | |

APPENDIX A LOGICAL SECURITY

Controls provide reasonable assurance that logical access to operating systems and data is limited to properly authorized individuals. CONTROL OBJECTIVE -

| Controls Tested | , A | | |
|---|--|--|-------------------------------|
| | Tests Terrormed | Sample/Population of Test | Test Results |
| A formalized access request process is in place for adding, changing and deleting user access to the operating systems. All requests must be approved and documented. | Verified that access requests are completed and documented for new employees and access was assigned as requested. | Re-performed the application of the control be reviewing a sample of new hires and verified access requests were approved and documented, and access was assigned according to job responsibilities. | No relevant exceptions noted. |
| | 2. Verified that accounts of terminated employees are removed from the operating system. | Re-perform the application of the control for be reviewing a sample of terminated employees and verified network access was removed. | No relevant exceptions noted. |
| A password policy is in place and enforced by a domain group policy to limit access to authorized personnel. | 3. Verified that password policy is in place and enforced through system settings. | Inspected documentation indicating the performance of the control by reviewing network password settings. | No relevant exceptions noted. |
| Access to client specific network folders is restricted to authorized personnel according to job responsibilities. | 4. Verified that network resources are appropriately controlled to restrict access to only authorized personnel. | Inspected documentation indicating the performance of the control by reviewing network access permissions to folders containing client data. | No relevant exceptions noted. |
| | | | |



General Controls

APPENDIX A LOGICAL SECURITY

Controls provide reasonable assurance that logical access to operating systems and data is limited to properly authorized individuals. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|---|--|--|
| System logs are configured to record specified system events and the logs are retained on the system. | 5. Discussed with management and reviewed policies and procedures regarding configuration of system logs. | Made inquiries of appropriate company personnel and inspected documents and reports indicating the configuration of the system logs. | No relevant exceptions noted. |
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APPENDIX A TRIP TRACKING AND PROCESSING

Controls provide reasonable assurance that procedures are used to help ensure complete, authorized and accurate processing of trip data. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|---|--|-------------------------------|
| EMSMC has systems in place to obtain electronic trip data. Electronic trips are received either via a secure FTP site or by pulling the trips directly from a secure website daily. Notification is obtained by management when trip data is available. | Discussed procedures with management and observed the trip download process detailing the notification process. | Observed the application of the control and made inquiry with appropriate company personnel. | No relevant exceptions noted. |
| Electronic trips are downloaded and then an import process is performed to import the electronic trip data directly into the Rescue Net Billing System. | 2. Reviewed documentation and observed the detailed steps involved with importing trips into the Rescue Net Billing System. | Inspected documentation indicating the performance and observed the application of the control. | No relevant exceptions noted. |
| Following the import process, a RescueNet System generated report (Import Confirmation Report) is run to reconcile the number of trips imported to the number of trips received. | 3. Verified the process of reconciling trips downloaded to the trips imported into the RescueNet Billing system. | Reperformed the application of the control by selecting a sample of days and a sample of clients and verified the import reconciliation was performed and any issues resolved. | No relevant exceptions noted. |
| Paper trips are either mailed directly to EMSMC or uploaded to the secure FTP site as PDFs. | 4. Observed the process of receiving the mail and receiving files from the secure FTP site. | Observed the application of the control. | No relevant exceptions noted. |
| | | | |



APPENDIX A TRIP TRACKING AND PROCESSING

Controls provide reasonable assurance that procedures are used to help ensure complete, authorized and accurate processing of trip data. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|--|--|---|-------------------------------|
| All daily trip totals per client for both electronic and paper trips are input into the Batch Inventory System. | 5. Discussed with management and reviewed procedures for entering trips into the Batch Inventory system. | Inquired with appropriate company personnel, inspected documents and reports indicating performance of the control, and observed the application of the control. | No relevant exceptions noted. |
| The Import Confirmation report is given to the claims management department to create a "batch" in the Batch Inventory System for electronic trips. All batches of paper trips are counted and then entered into the batch inventory system. This system tracks batches of trips by client at the total number of trips in each batch level. | 6. Verified the process for entering batches into the Batch Inventory System. | Reperformed the application of the control by selecting a sample of days and a sample of clients verified the trips were entered into the batch inventory system. | No relevant exceptions noted. |
| A batch header sheet is generated from the Batch Inventory System, and placed on the top of the paper batches. | 7. Discussed with management and verified the process of generating batch header sheet. | See testing performed above. | No relevant exceptions noted. |



APPENDIX A TRIP TRACKING AND PROCESSING

Controls provide reasonable assurance that procedures are used to help ensure complete, authorized and accurate processing of trip data. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|--|--|--|-------------------------------|
| For each trip, as part of the billing process, the biller will enter the batch number that the trip belongs to in the RescueNet Billing System. | 8. Verified that the billers enter the batch number in the RescueNet Billing system to track the trip. | Reperformed the application of the control by selecting a sample of days and a sample of clients and verified the trips entered into RescueNet Billing contained the batch number. | No relevant exceptions noted. |
| At the end of each day, the biller will generate a "Batch Confirmation Report" out of RescueNet Billing based on the batch number. The number of trips processed is recorded on the batch header sheet and turned into the Team Lead to track the trips completed for the day. | Verified that the billers generate a Batch Confirmation Report to track that trips have been processed. | Reperformed the application of the control by selecting a sample of days and a sample of clients and verified that a Batch Confirmation Report was generated. | No relevant exceptions noted. |
| A team lead reviews the Batches daily to determine that all trips in the batch have been reviewed and worked. Once the trip batch has been completed it is submitted to be billed. | Discussed with Claims Management and inspected documentation about the assignment and completion of batches to be billed. | Made inquiries of appropriate company personnel and inspected documents and reports indicating performance of the control. | No relevant exceptions noted. |
| RescueNet Billing maintains an audit trail of changes that are made to client's data. The audit trail includes a detailed history of the data changes, date and time and the individual that made the change. | 11. Reviewed the RescueNet system logs noting that the date, time, and individual that made the change is tracked. | Inspected documents and reports indicating the configuration of the system logs. | No relevant exceptions noted. |



APPENDIX A PAYMENT PROCESSING AND REPORTING

Controls provide reasonable assurance that procedures are used to help ensure complete, authorized and accurate processing of payment transactions. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|--|---|-------------------------------|
| EMSMC has procedures in place to obtain payments on behalf of client organizations. | Discussed with management and reviewed procedures for obtaining customer payments. | Inspected documentation indicating the performance of the control and made inquires of appropriate company personnel. | No relevant exceptions noted. |
| EMSMC receives an explanation of benefits (EOB) for all payments received by EMSMC's clients either directly from the payer or from the client. | 2. Discussed with management and reviewed procedures for obtaining EOBs for payments. | Inspected documentation indicating the performance of the control and made inquires of appropriate company personnel. | No relevant exceptions noted. |
| All payments, including EOBs and any other correspondence included with payment, or proof of payment are scanned into EMSMC's Application Extender imaging system (AX) when received. | 3. Verified that all payment documents are scanned into the AX system when received. | Inspected documentation indicating the performance of the control and observed application of the control. | No relevant exceptions noted. |
| Each payment document is "indexed" in AX by entering client, payer, payment type, payment method, check amount, check number, check date and scan date into a summary table attached to the images. | 4. Verified that payment documents are appropriately indexed after being scanned into the AX system. | Inspected documentation indicating the performance of the control and observed application of the control. | No relevant exceptions noted. |



APPENDIX A PAYMENT PROCESSING AND REPORTING

Controls provide reasonable assurance that procedures are used to help ensure complete, authorized and accurate processing of payment transactions. CONTROL OBJECTIVE -

| Controls Tested | Tests Performed | Sample/Population of Test | Test Results |
|---|--|---|-------------------------------|
| Payment document totals are reconciled to a system generated AX report based on index values. Discrepancies are researched and resolved. | 5. Verified that payment document totals are reconciled to determine that payment documents have been appropriately scanned and indexed. | Reperformed the application of control by selecting a sample of days from and verified that document totals were reconciled to AX system report. | No relevant exceptions noted. |
| Payments are posted from the images in the AX system. Payment is made to the corresponding trip in the Rescue Net Billing System. | 6. Discussed with management and reviewed payment posting procedures. | Inspected documentation indicating the performance of the control and made inquires of appropriate company personnel. | No relevant exceptions noted. |
| A payment posting summary report from the RescueNet Billing System is reconciled to an indexing summary report from EMSMC's AX Imaging System. Exceptions or un-post able amounts that are unable to be applied to the Rescue Net Billing System are researched and resolved. | 7. Verified payments posted are reconciled in RescueNet Billing system to the AX imaging system to verify all payments have been posted. | Reperformed the application of control by selecting a sample of days and customers and verified that reconciliation was performed between the RescueNet to AX system reports. | No relevant exceptions noted. |
| Procedures are in place to ensure that the preparation of deposits made on behalf of client organizations is appropriate. | 8. Discussed with management and reviewed procedures for preparation of client deposits. | Observed the application of the control and made inquiries of appropriate company personnel. | No relevant exceptions noted. |



APPENDIX A INVOICE PROCESSING

Controls provide reasonable assurance that invoice processing procedures are in place to help ensure complete, authorized and accurate processing of user data. CONTROL OBJECTIVE -

| Tock Recoilte | | No relevant exceptions noted. | No relevant exceptions noted. | |
|--|-------------------------|---|--|--|
| Semmle Pour of Test | Sampie) Demandi Or Test | Inspected documents and reports indicating the performance of the control and made inquiries of appropriate company personnel. | Reperformed the application of control by selecting a sample of customers and months and verified that monthly invoice total reconciled to RescueNet net collection amount. | |
| Toefe Porformod | Tests removalied | Discussed with management and reviewed procedures for generating customer invoices. | 2. Verified that invoices are reconciled back to the RescueNet Billing system net collection amount. | |
| FANCE STATE OF THE | Controls resteu | EMSMC processes invoices for clients once a month. Net collection by client information for invoicing is provided from the RescueNet Billing System following the system month end closing process. | Once the invoicing process is completed, a Monthly Invoiced Total report is generated. The total from this report is reconciled against the net collection amount from the RescueNet Billing System. | |



APPENDIX B - USER CONTROL CONSIDERATIONS

This section outlines specific user control considerations, or issues each financial institution may want to consider and address for the purpose of monitoring the services performed by EMSMC. These considerations are not necessarily a comprehensive list of all internal accounting controls that should be employed by the user financial institution, nor do they represent procedures that may be necessary in all circumstances.

General Controls

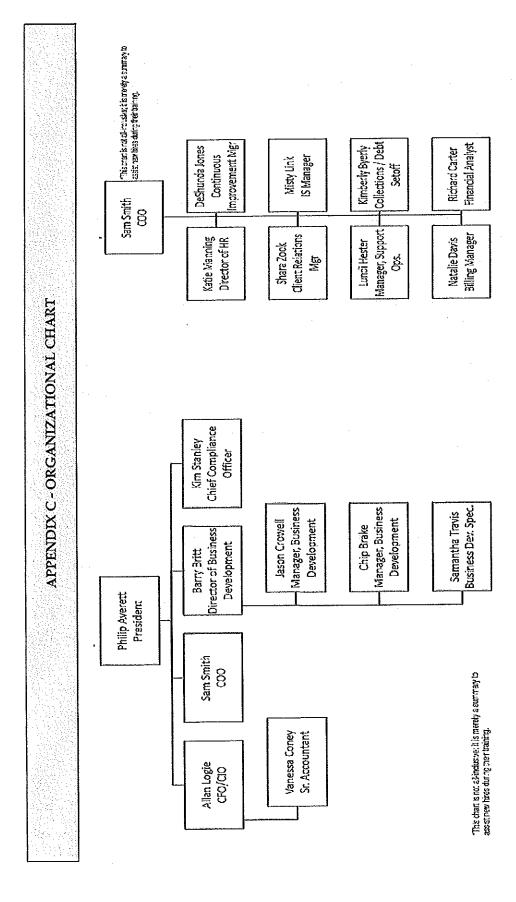
- 1. Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and to secure claim payment. [i.e. Ambulance Call Report (ACR), Patient Care report (PCR)].
- 2. The Client will implement any reasonable changes that EMSMC determines to be necessary for the accurate completion of billing forms and related documentation.
- 3. The Clients shall implement and maintain a working compliance plan in accordance with the most current guidelines of the U.S. Department of Health and Human Services.
- 4. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport. EMSMC reserves the right not to submit a claim for reimbursement of any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement.

System Controls

- 1. Clients that choose to submit trips electronically shall provide data in a compatible format that will allow EMSMC to process these import files in an efficient and effective manner.
- 2. Clients shall provide an accurate count of trips submitted to EMSMC for reconciliation purposes.
- 3. Clients shall maintain appropriate controls and safeguards necessary to comply with all regulations.



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Attachment E: Customer Service Policies and Procedures





Standard Operating Procedure

Customer Service

Handling Customer Service Inquiries

Document Number: Process-Handling Telephone Inquires-V02

Prepared by: DeShunda Jones Effective Date: September 14, 2009

Last Update: N/A

Purpose

- A. To provide detailed instruction to all individuals responsible for taking incoming telephone inquires.
- B. To define performance measurements.

Persons Effected

- A. Person(s) responsible for taking incoming telephone inquires.
- B. Person(s) responsible for managing the customer service department.

Process Overview

EMS|MC handles telephone inquiries regarding ambulance services provided by our clients. The call center receives a variety of inquiries from callers such as patients, attorneys and insurance companies. EMS|MC's goal is provide the most efficient, accurate and professional customer service in the industry. Interaction with our callers is a direct reflection on our clients, as we are an extension of their business and community.

Definitions

- RescueNet Billing A multi-functional billing management system used to submit claims to payers. This system is used by customer service representatives to view trip data and make updates as needed. This system is also referred to as Sanitas.
- Do Not <u>Disturb</u> A telephone status that blocks all incoming calls.
- <u>Productivity</u> A metric that measures the amount of time a customer service representative (CSR) spends assisting caller needs in comparison to time in Do Not Disturb.
- Average Talk Time (ATT) A metric that measures the average amount of time a CSR spends on the phone with a single caller. This is measured from when the CSR first picks up the call until the call is completed, and thus includes hold time as well as actual time in conversation.
- <u>Cold Transfer</u> When the person receiving a call transfers the caller to another person without telling that person any identifying information about the call.
- Quality Call Monitoring (QCM) A quality program which defines quality expectations
 on a QCM Chart, and uses the QCM scorecard to document performance in comparison
 to expected outcomes. This process is used to collect consistent and comparable data
 on the quality of the telephone customer service.

- Health Insurance Portability and Accountability Act (HIPAA) An act that was
 passed by congress that regulates the use and disclosure of protected health
 information (PHI). It prohibits unauthorized release of PHI such as medical records,
 service dates, date of birth, etc.
- <u>Protected Health Information</u> (PHI) Personal identifiable health information held by a covered entity. This includes the following:
 - Name
 - Specific Dates Birth, admission, discharge, death
 - Telephone Number
 - · Social Security Number, medical record number
 - Photographs
 - · City, zip code and other geographic identifiers
- <u>ApplicationXtender</u> (AX) ApplicationXtender electronically stores, organizes paper correspondence sent to EMS|MC such as checks, ACRs, authorizations, etc. This system allows the user to view imaged copies of documents.
- Ambulance Call Report (ACR) A legal record ambulance suppliers are required to retain as a permanent record of each patient's medical condition at time of transport and treatment rendered.
- <u>emsCharts</u> A web based data collection tool used to house ambulance transport information. This information housed is the ACR.
- <u>Blue-e</u> A web based application that provides access to Blue Cross Blue Sheield (BCBS) of NC transactions and eligibility information via a web browser. NC Medicaid eligibility information is also accessible on this website.
- <u>Accurint</u> A web based tool, which allows verification and/or retrieval of patient demographic information.

Responsibilities

- A. CSR's shall adhere to the ATT requirement of three minutes or less.
- B. CSR's shall ensure availability to callers, adhering to prescribed productivity requirements. The requirements are as follows:
 - a. Full Time Staff: 80 percent
 - b. Part Time Staff: 90 percent
- C. CSR's shall adhere to the guidelines outlined on the Quality Call Monitoring (QCM) Chart.
- D. CSR's shall complete all callbacks by the close of the following business day of the inquiry.
- E. CSR's shall provide accurate, courteous and professional service.

- F. CSR's shall adhere to HIPAA guidelines regarding the release of information.
- G. CSR's shall access trips only on a need to access basis. Representatives shall not view trips for which they have not received a telephone inquiry.
- H. CSR's shall transfer to management if they identify that the trip in question is that of a family member of EMS|MC employee.
- CSR's shall fulfill all correspondence requests by the close of the following business day of the inquiry. When unable to meet this timeliness guideline, the supervisor must be notified.
- J. Customer service representatives shall not cold transfer calls.

Process Steps

- Step 1. On the telephone keypad, press the speaker button to initiate the call.
- Step 2. Greet the caller with, "Thank you for call ing EMS Billing this is _____how may I help you?"
 - a. If at any point during the inquiry, the caller is hostile and/or requests a supervisor and is unwilling to accept your assistance; transfer the call to the supervisor on duty. Complete the <u>Call Escalation Form</u>, and forward it to your supervisor via email. Proceed to Step 11.
 - b. If there is no run number, proceed to Step 5.
- Step 3. Find the trip in RescueNet.
- Step 4. Capture all elements necessary for HIPAA compliance.
 - Patient Name
 - · Relationship to patient if applicable
 - Date of Birth or the last four digits of the social security number (SSN) Proceed to Step 5.
 - a. If the patient or parent/guardian of the minor child provides a date of birth they indicate as correct, however it does not match the date listed in RescueNet and the date is approximate; enter the date given by the caller only after the full name and last 4 digits of the SSN is provided. Proceed to Step 5.
 - b. If the caller is not able to provide the date of birth or last four digits of the SSN, however they insist the information listed in RescueNet is incorrect, view the ACR or other resources such as Blue-E or Accurint.
 - c. If the information on the ACR or other resources matches the information provided by the caller, make the necessary changes in RescueNet using the <u>Updating Patient Demographics Job Aid</u>. Proceed to Step 5.

- d. If HIPAA elements can not be verified, suggest the caller gather the information needed and call back or have the patient call back. Proceed to Step 11.
- Step 5. If the caller is not the patient, capture their name and telephone number.
- Step 6. Identify reason for the call.
- Step 7. Probe caller for additional information if applicable.
- Step 8. When necessary, conduct research using any of the following resources:
 - Job Aids
 - Customer Service Training Manual
 - RescueNet
 - ApplicationXtender
 - emsCharts
- Step 9. Make updates in RescueNet if applicable.
- **Step 10.** Provide information to caller regarding resolution or transfer to the appropriate party.
 - a. If the call does not correlate with a trip in RescueNet proceed to Step 12.
- Step 11. Document the following in notes:
 - a. Caller's Name, kinship and telephone number
 - b. Actions taken and/or information relayed in the notes section of RescueNet.
 - c. If the caller is not the patient or parent/guardian note the HIPAA elements that were verified. For example, "Pt's husband, John Doe, verified patients name and DOB as recorded in RescueNet."
 - d. See the table below to identify the Note Type:

| Type of Inquiry | Note Type |
|--------------------------------------|-------------------|
| Patient Customer Service Inquiry | Patient Tele Call |
| Customer Service Inquiry-Not Patient | Customer Service |

- **Step 12.** If applicable, complete all follow up tasks such as mailing, fax requests, or filing insurance.
 - a. If follow up isn't immediately completed, continue to Step 13.
 - b. Once follow up is complete, proceed to Step 13.
- Step 13. On the telephone keypad, key 329 to be placed in available status.

Associated Forms & Documents

- A. <u>Customer Service Training Manual</u>
- B. RescueNet Job Aids
- C. Application Extender Manual
- D. Call Escalation Form
- E. "Blue Man" SOP

Document History

| Version | Change Date | Summary of Changes | Responsible Party |
|---------|-------------|--|---------------------------------------|
| V02 | 10/05/2009 | Changed the greeting from "Thank You for Call EMS Billing. May I have your Run Number?" to "Thank you for call ing EMS Billing, this is how may I help you?" | Requested by L. Williams on 10/1/2009 |
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| Leslie Hutchins | 9/14/2009 | |
|--------------------------|-----------|---|
| APPROVAL Leslie Hutchins | Date | — |

Attachment F: Record Retention Policy





EMS|MC Electronic Record Storage and Data Retention Policy

Overview

Electronic records storage and data retention as it relates to documents stored on EMSMC computer network will be maintained for a minimum period of seven (7) years.

Purpose

The purpose of this policy is to identify the electronic records that are covered under this policy and the length of time they will be stored.

Scope

The scope of this policy includes all employees, contractors, temporary workers, volunteers and others that operate organization-provided accounts, equipment, and services who have or are responsible for an account on any system that resides at any EMS|MC facility, has access to the EMS|MC network, or stores any non-public EMS|MC information.

Documents to be retained for a minimum of seven (7) years are:

- Ambulance Call Reports
- Patient Care Records
- Supporting ACR/PCR documentation
- Hospital Provided Data
- Complete Billing File and History

Attachment G: Sample Reports Package





Sample Reports Package

Standard Reports

Import Confirmation Report for 2011-01-19

Example County EMS

| Run# | Patient Name | DOS | Date Imported | Name of Squad | Trip/Incident# |
|----------|--------------|------------|---------------|---------------|----------------|
| 11-26650 | SAMPLE, NAME | 2011-01-04 | 2011-01-19 | | 12189342 |
| 11-26681 | SAMPLE, NAME | 2011-01-06 | 2011-01-19 | | 12213269 |
| 11-26743 | SAMPLE, NAME | 2011-01-09 | 2011-01-19 | | 12246757 |
| 11-26878 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12277555 |
| 11-26880 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | - | 12277887 |
| 11-26881 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12278063 |
| 11-26891 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12279050 |
| 11-26899 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12279974 |
| 11-26901 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12280258 |
| 11-26912 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12280499 |
| 11-26916 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12280641 |
| 11-26918 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12280927 |
| 11-26942 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12282543 |
| 11-26950 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12283215 |
| 11-26955 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12283818 |
| 11-26960 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12284033 |
| 11-26963 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12284191 |
| 11-26965 | SAMPLE, NAME | 2011-01-12 | 2011-01-19 | | 12284394 |
| 11-26972 | SAMPLE, NAME | 2011-01-13 | 2011-01-19 | | 12285040 |
| 11-26979 | SAMPLE, NAME | 2011-01-13 | 2011-01-19 | | 12285408 |
| 11-27239 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12310713 |
| 11-27249 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12311393 |
| 11-27261 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12312088 |
| 11-27267 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12312437 |
| 11-27269 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12312487 |
| 11-27272 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12312803 |
| 11-27279 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12314106 |
| 11-27288 | SAMPLE, NAME | 2011-01-15 | 2011-01-19 | | 12315311 |
| 11-27293 | SAMPLE, NAME | 2011-01-16 | 2011-01-19 | | 12316066 |
| 11-27954 | SAMPLE, NAME | 2011-01-16 | 2011-01-19 | | 12343123 |

Example County EMS

Trip Count: 30

Confirmation of Electronic Claims with Batch ID

Example County EMS

| Customer Name | Trip Date | Run # | Batch ID |
|---------------|-----------|-------------|--------------------|
| SAMPLE, NAME | 1/4/2011 | 2011-026650 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/6/2011 | 2011-026681 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/9/2011 | 2011-026743 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026878 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026880 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026881 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026891 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026899 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026901 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026912 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026916 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026918 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026942 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026950 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026955 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026960 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026963 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/12/2011 | 2011-026965 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/13/2011 | 2011-026972 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/13/2011 | 2011-026979 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027239 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027249 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027261 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027267 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027269 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027272 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027279 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/15/2011 | 2011-027288 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/16/2011 | 2011-027293 | SAMP, = 20110119JU |
| SAMPLE, NAME | 1/16/2011 | 2011-027954 | SAMP, = 20110119JU |

Example County EMS
Grand Total Trip Count: 30

Batch Confirmation Report

Example County EMS

| i P | lota | 98.40 | 490.00 | 490.00 | 120.00 | 13.20 | 700 00 | 450.00 | 700.00 | 27.60 | 490.00 | 490.00 | 212.40 | 36.00 | 410.00 | 490.00 | 123,60 | 1.20 | 490.00 | 490.00 | 410.00 | 112.80 | 228.00 | 490.00 | 490.00 | 96.00 | 490.00 | 490.00 | 410.00 | 606.00 | 104.40 | of Cor | 490.00 | 38.40 | 58.40 | 490.00 490.00 |
|-------------------------------------|------------------|---------------------------------------|---|----------------------------|---------------------|--------------------|----------------------------|-------------------------------|----------------------|---------------------------|----------------------------|--------------------|---------------------|---|----------------------------|----------------------------|---------------------|---------------------|----------------------------|----------------------------|----------------------------|--------------------|--------------------|----------------------------|----------------------------|--------------------|----------------------------|----------------------------|-------------------------------|--------------------|--------------------|----------------------------|----------------------------|----------------------|----------------------------|-----------------------------|
| | | 8.20 | 1.00 | 1.00 | 10.00 | 1.10 | 100 | 9 6 | 00.4 | 2.30 | T.00 | T:00 | 1/./0 | 3.00 | 1.00 | 1.00 | 10.30 | 0.10 | 1.00 | 1.00 | 1.00 | 9.40 | 19.00 | 1.00 | 1.00 | 5.50 | 1.00 | 1.00 | 1.00 | 50.50 | 07.8 | 0.0 | 9 6 | 1.00 2.20 | 3.20 | 1.00 |
| <u>u</u> <u>C</u> harge Description | • | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | ALS Emerg Transport - SAMP | ALS Mileage - SAMP | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | A2 Comprehen Transport - SAMP | AIS Mileage CAMD | AIS Emora Transment Conne | AIS Emora Transport CARINE | ALS Mileson SAMP | | ors removed the second | bLS Emerg Transport - SAMP | ALS Emerg Iransport - SAMP | ALS Mileage - SAMP | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | ALS Emerg Transport - SAMP | BLS Emerg Transport - SAMP | BLS Mileage - SAMP | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | ALS Emerg Transport - SAMP | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | ALS Emerg Transport - SAMP | ALS NonEmerg Transport - SAMP | ALS Mileage - SAMP | ALS Mileage - SAMP | ALS Emerg Transport - SAMP | ALS Emera Transport - SAMP | ALS Mileage - SAMP | AIS Empire Transport CANAN | ALS Emerg Transport - SAIMP |
| Trip/IncidentNu | | 12189342 | 12189342 | 12213269 | 12213269 | 12246757 | 12246757 | 12277555 | 12277555 | 12277887 | 12278063 | 12278063 | 12279050 | 12279050 | 127,0050 | 122/39/4 | 122/9974 | 12280258 | 12280258 | 12280499 | 12280641 | 12280641 | 12280927 | 12280927 | 12282543 | 12283215 | 12283215 | 12283818 | 12284033 | 12284033 | 12284191 | 12284191 | 12284394 | 12284394 | 12285040 | 12285408 |
| Batch ID | CARAD - DOSAGON. | SAMP, = 20110119JU SAMP 20110119JU | SAMP, = 20110119JU SAMP = 20440449JU | SAIMIP, = 20110119JU | SAIMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP. = 20110119111 | SAMP. = 20110119111 | SAMP = 20110119111 | SAMP - 2011011011 | SAMME, - ZOLLOLLEJU | SAIMP, = 20110119JU | SAIMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | $SAMP_{r} = 20110119JU$ | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAIMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU | SAMP, = 20110119JU |
| RunNum | 26.650 | 26,650 | 26,691 | 70,001 | 100,02 | 26,/43 | 26,743 | 26,878 | 26,878 | 26,880 | 26,881 | 26,881 | 26,891 | 26,891 | 26.899 | 26,890 | 26,000 | 705,07 | | | | | | | | - | | | • | - • | • | | 26,965 | 26,965 | 26,972 s | 26,979 |
| <u>800</u> | 01/04/11 | 01/04/11 | 01/06/11 | 01/06/11 | 01/00/11 | 01/09/11 | 11/60/10 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 04/44/44 | 01/12/11 | 01/17/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 77/77 | 01/17/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/12/11 | 01/13/11 | 01/13/11 |
| <u>Patient</u> | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE NAME | SAMPLE NAME | CANOL TE, INFINE | SAMPLE, NAME | SAIMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE NAME | SAMPLE, INVAL | SAMPLE, WANE | SAMPLE, INANGE | SAMPLE, INAME | SAMPLE NAME | CANDIE MAND | SAMPLE, INAME | SAMPLE, NAME | SAMDIE NAME | SAMPLE NAME | SANADIE NIANE | CANADIE NAME | SAMIFLE, INAMIE | SAIVIPLE, INAIVIE | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME | SAMPLE, NAME |
| <u>Payor</u> | MEDICARE | MEDICARE | BILL PATIENT | BILL PATIENT | MEDICARE | MEDICARE | MEDICARE | 1 a < C C T N | NATUCANE NATUCANE | MEDICALD | MEDICARE | MEDICARE | MEDICARE | MEDICARE | BILL PATIENT | BILL PATIENT | MEDICARE | MEDICARE | MEDICAID | MEDICARE | MEDICARE | HUMANA GOLD (MCR) | HUMANA GOLD (MCB) | MEDICAID | MEDICARE | MEDICARE | MEDICAID | MEDICARE | MEDICARE | MEDICARE | MEDICABE | | SECONT. | SEDICARE SEDICARE | MEDICALD | BILL PATIENT |

Total Calls:

| 340.80 600.00 410.00 490.00 490.00 12.00 490.00 168.00 440.40 440.40 490.00 120.00 120.00 | \$ 18,016.40 |
|--|--------------|
| 28.40 50.00 1.00 1.00 1.00 1.00 1.00 1.00 1. | |
| ALS Mileage - SAMP ALS Mileage - SAMP ALS NonEmerg Transport - SAMP ALS Emerg Transport - SAMP ALS Emerg Transport - SAMP ALS Mileage - SAMP ALS Mileage - SAMP ALS Emerg Transport - SAMP ALS Emerg Transport - SAMP ALS Mileage - SAMP ALS Emerg Transport - SAMP ALS Mileage - SAMP ALS Emerg Transport - SAMP ALS Mileage - SAMP ALS Mileage - SAMP ALS Emerg Transport - SAMP ALS Mileage - SAMP | |
| 12285408 12310713 12310713 1231238 12312437 12312437 12312487 12312803 12312803 12312803 12312803 12312803 12312803 12312803 12312803 12313106 12314106 12315311 12315311 12315313 | |
| SAMP, = 20110119JU | |
| 26,979 27,239 27,239 27,249 27,261 27,267 27,269 27,269 27,272 27,272 27,272 27,273 27,273 27,273 27,273 27,273 | |
| 01/13/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 01/15/11 | II |
| SAMPLE, NAME MEDICARE SAMPLE, NAME MEDICAID MEDICAID MEDICAID SAMPLE, NAME MEDCOST/NC-3 SAMPLE, NAME MEDCOST/NC-3 SAMPLE, NAME MEDICAID SAMPLE, NAME SAMPLE, NAME SAMPLE, NAME MEDICAID SAMPLE, NAME MEDICARE SAMPLE, NAME SAMPLE, NAME SAMPLE, NAME MEDICARE SAMPLE, NAME | oc. |
| BILL PATIENT MEDICARE MEDICARE MEDICAID MEDICAID BILL PATIENT BILL PATIENT MEDCOST/NC-3 UNITED HEALTHCARE BILL PATIENT BILL PATIENT MEDICAID UNITED HEALTHCARE UNITED HEALTHCARE UNITED HEALTHCARE MEDICAID UNITED HEALTHCARE MEDICARE MEDICARE | Grand Total: |

| 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, | aney 186.50 534.60 753.79 373.12 413.00 376.00 1,049.47 386.86 | | 2000 | 7/9/08 | 7/10/08 | 7/11/08 | 7714/08 | 7/4/2/00 | + | Ц | Н | | 1 | | | N.O. |
|--|--|----------|---------|-----------|----------|---------|----------|--------------|------------|----------------|--------|-------|---------------|-------|----------------|--|
| 1,100 1,10 | 524.60 186.50 534.60 753.79 575.12 413.00 376.00 1,049.47 386.96 | | | | Н | + | ╢ | \downarrow | + | + | + | | H | H | 7/25/08 | |
| 1,10,10 1,10 | 755.79 334.60 752.79 773.12 413.00 776.00 1,049.47 386.96 | | | - | | | , | | | - | + | | + | | | |
| 1,10,10 1,10 | 334.60 753.79 373.12 413.00 376.00 1,049.47 386.86 | | | | | | | | | | | | | 1,33 | | 1,33 |
| 1,10,100 | 334.60 753.79 373.12 413.00 376.00 1,049.47 386.86 | | 277.00 | 20.00 | | | | | - | | | | | | | |
| 1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1, | 304.60 753.79 373.12 413.00 376.00 1,049.47 396.96 | 584 63 | ĺ | 00.54 | 465.00 | | | 25.00 | L | 442 3R | - | | | | | · |
| 1,100,17 1,100,18 1,10 | 334.60 778.79 375.12 413.00 376.00 1,049.47 386.96 | 0.500 | | 1.867.85 | | | 1,781,70 | | L | | | | | | i | 2,339.18 |
| 1,10,10 1,10 | 413.00 378.12 413.00 376.00 1,049.47 386.96 | 8 707 47 | ĺ | | | | | | <u> </u> _ | | R', | | 702 | 97.46 | | 13.244.20 |
| 1,000-17 | 413.00 576.00 1.049.47 396.96 | 445000 | | 1,641,44 | | _ | | | L | | 1 | 2000 | | | | 1.160.59 |
| 1,00,04.7 366,06 577,26 576,07 | 1,049.47 396,96 | 77.101.4 | - | 2,449,71 | 1,057.06 | | L | ľ | 1 | Ĺ | Т | 68.80 | 799.3 | | 743.07 | 44.597.75 |
| 1,006.04 366.06 377.24 3.05.04 3.05. | 1,049.47 396.96 | | | • | | | Ĺ | | Ļ | | 1 | | _[| , | | 20.597.89 |
| 1,099,17 266,84 2072 200,200 2,007.20 2,007 | 1,049.47 396.96 | | | | - | | | | - | | 17 | | 1 | | | 6,108,69 |
| 1,79,101 1,206.15 1,607.15 1,607.15 1,607.25 | | 277.00 | 1 | 2,8/7,56 | | | 4,853,61 | | | | 200 | 1 | | | 477.50 | 5.829.29 |
| 1,79,17 1,85,50 6,87,50 1,50,50 2,50,50 | | D. 1.00 | 1 | 862.83 | 516.70 | | ĺ | | | l | 1 | T | 1 | | | 78,185,52 |
| 1,79,10 2,086.37 6,875.39 1,502.42 2,502.29 2,502.13 | | | | 1 | | | | | | | 1 | | ŀ | | | 11,466,13 |
| 186.50 1.00 | 2,086,37 | ł | 1 | | _[| | | | | | | | | | | |
| 186.50 1.00 | | 1 | 1 | 20,242,39 | | _ | L | Ĺ | L | l | 1 | | 1 | | 1 | , |
| 185.00 14.07 14. | | | | | | L | L | | 1 | | 4 | | | | 2,132,88 | 183 530 54 |
| 18650 1807 | | | | - | | | | | | | + | | | | | |
| 1,20,17 1,20,14 1,20,14 1,20,14 1,10,14 | 186.50 | | 00000 | | | | | - | - | | | | | | | |
| 1,787,07 1,226,12 | | 1 | 1 | 543.00 | 465.00 | | | 25.00 | Ĺ | 140 38 | | | } | | | |
| Adja: 1,770,07 1,526,75 Agja: 1,756,75 Agja: 1,756, | 379.13 | 1 | 1 | 1,867.85 | , | | 781.70 | , | | 200 | 1 | | | | | 2.339.16 |
| Adja. 1,797.07 1,226.75 4,501.50 9 582.70 1,264.77 5 6,000.47 1,775.77 4,200.47 1,777.07 1,226.75 4,001.50 9 582.70 1,264.77 2,264.27 5,266.89 1,777.57 1,777.07 1,226.75 4,001.50 9 582.70 1,264.77 5,264.27 5,26 | | + | 1 | 2,449.71 | 1,057,06 | L | l | | ļ | | 1 | ĺ | _ | | | 13.244.20 |
| 477.67 | | | , | • | | , | | Ĺ | 1 | | 1 | 4.04 | 2,324,3 | | , | 20 597 89 |
| Adja: 1,370.07 1,302.05 1,302.05 1,302.05 1,302.07 1,3 | | | - | , | | | | - | - | | 200 | | , | | | F, R20 20 |
| SSGRE 1,973.86 | | | | 12,877.56 | | Ĥ | R53.61 | | | , | + | _ | | , | | C. C |
| Adia. 1,787.07 1,526.76 4,901.50 5.04.27 2,504.27 2,504.27 2,504.27 2,504.27 3,503.4 5,040.31 3,040.8 5,040.31 3,054.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,088.2 5,040.31 5,040.3 | | | , | | | ╀ | 0.000 | • | 1 | , | | | L | - | | 4 20 40% |
| Adja. 1797/07 1,226.75 4,901.50 13.65.72 2.504.27 2.504.27 2.504.27 4,280.47 1,743.89 4,288.45 2.236.64 8,496.14 571.00 2,3304.29 6,436.39 1,108.59 | 229,62 | | L | 17,738,12 | 1 522 OR | Ţ | | _ | | | _ | | · . | | | ZG'CRL'O/ |
| Adja. 1/76/07 1,526/75 4,901.50 9582.03 1,358.72 2,504.27 558.89 7,273.57 4,280.47 1,470.35 1,743.89 4,288.45 2,226.64 511.00 2,304.29 6,458.39 1,188.59 1,788.59 1,789.70 1,526.73 4,901.50 1,536.72 2,504.27 558.89 7,273.57 4,280.47 1,470.35 1,743.89 4,288.45 2,226.64 511.00 2,304.29 6,458.39 1,188.5 | | | | | | 1 | | | 1 | | | Ш | l_ | L | | 200 000 |
| Adle. 1,797.07 1,526.75 4,901.50 9,582.03 1,356.72 2,504.27 559.89 7,273.57 4,280.47 1,703.8 1,703.8 4,298.45 2,236.64 9,498.14 511.00 2,304.29 6,438.9 1,188.59 | | | | | | | | | | | | | | | | 120, 180,00 |
| Adja. 1,797.07 1,526.75 4,901.50 9.582.03 1,358.72 2,504.27 558.89 7,273.57 4,280.47 1,470.35 1,742.88 4,288.45 2,236.64 8,436.14 511.00 2,304.29 6,456.39 1,188.95 No Deposit N | 3 | | | | | | | | | | | | | | | - |
| Adja. 1,797.07 1,526.75 4,901.50 9,532.03 1,358.72 2,504.27 558.89 7,273.57 4,280.47 1,470.35 1,743.89 4,289.45 2,236.64 8,436.14 511.00 2,304.29 6,438.39 1,188.95 No Depoil No Depoil | | • | - | | | | | - | • | , | 1 | | | • | | |
| Adja. 1797.07 1,206.15 4,901.50 5.82.03 1,358.72 2,504.27 558.89 7,273.57 4,280.47 1,703.8 1,743.89 4,286.44 5/10.0 2,304.29 6,436.14 5/10.0 2,304.29 6,436.39 1,108.59 1,108.59 1,109.29 1,109. | | | | - | | | , | • | 1 | • | - | | | | | • |
| Adja. 1,787.07 1,526.75 4,901.50 1,358.72 2,504.27 558.89 7,276.57 4,280.47 1,470.35 1,743.86 4,298.45 2,226.64 8,408.14 511.00 2,304.29 6,438.95 1,188.95 No Dupport | | | | | | | 1 | | - | • | | | | | | |
| Adja. 1/37.07 1.526.75 4.901.50 5.802.03 1.358.72 2.504.27 559.89 7.273.57 4.280.47 1.470.35 1.743.89 4.298.45 2.256.64 9.436.14 511.00 2.304.29 6.456.39 1.188.85 1.188.85 1.198.85 1. | - | | | , | | | | | | | | | | | | - |
| 1.787.07 1.256.75 4.901.50 9.582.03 1.356.72 2.594.27 559.89 7.273.57 4.280.47 1.470.35 1.743.88 4.298.45 2.236.64 9.438.14 511.00 2.304.29 6.438.39 1.188.59 | | | | | | | • | • | 1 | • | , | | | | | (5.8b |
| 1/39/207 1.556/5 4.901.50 1.556/2 1.556/3 1.556.7 1.556/3 1.55 | 1,797,07 1,526.75 | H | 1358.72 | 2 504 97 | | 1 | 4 | | | | | | + | | | 62,67 |
| No Deposit | 1,526.75 | 9.582.03 | ļ | 2 501 27 | 1 | _ | | | | | L | ļ | L | | | |
| No Degrant | | - | 1 | 7,500,5 | | 4 | | | L | ĺ | L | | | | | 63,410,33 |
| Today assumed | | | 1 | - | , | • | | | L | İ | | | ı | | 1,188.95 | 63,410.33 |
| | Dept ON | Ha Ha | 1 | + | | | | | | <u> </u> - | | | 1 | • | | |
| A PORIODIA | | | | _ | | | ! | | - | | | | | | | |
| | | | | | | | - | _ | | | | | | | Paurance check | |

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 07/25/2008 AND 07/25/2008; AND Exclude reversed credits; AND Company IS County EMS; AND Credits IS Interest Payment (+) OR Payment - BCBS Adjustments OR Payment - Collection Agency OR Payment -Credit Card OR ...

| County E | MS |
|----------|----|
|----------|----|

| Credit Type/Credit Code | Count | <u>Dollars</u> | |
|--------------------------------|-------|----------------|--|
| Payments Payment - Credit Card | 1 | 250.00 | |
| Payment - Insurance | 5 | 743.07 | |
| Payment - Medicaid | 5 | 477.50 | |
| Payment - Medicare | 1 | 292.28 | |
| Payment - Patient | 8 | 370.03 | |
| Totals For Type | 20 | \$ 2,132.88 | |

Company Totals

| | Payment - Credit Card | | | | | | |
|-----|---------------------------------------|-------------------------------|--------------------------|----------------|-------------|----------------------------|---------------------------|
| | Customer Name Patient, Name | Date of Service 2008-06-16 | Trip # 3451751 | Run# 251617 | Check# 0 | Deposit Date 2008-07-25 | Credit Amount \$250.00 |
| | Payment - Insurance | | | | | | 250.00 |
| | Customer Name | Date of Service | Trip # | Run # | Check# | Denosit Data | A tipor |
| | Patient, Name | 2008-06-16 | 3454718 | 245744 | 2719857 | 2008-07-25 | Cledit Amount |
| | Patient, Name | 2008-06-16 | 3454718 | 245744 | 2719857 | 2008-07-25 | 903.00 |
| | Patient, Name | 2007-09-19 | 07012426A1 | 320902 | 2718976 | 2008 07 25 | 67.70 0 |
| | Patient, Name | 2007-09-19 | 07012426A1 | 320902 | 2718976 | 2008-07-25 | \$259.23 |
| | Patient, Name | 2008-06-23 | 3487930 | 255528 | 59234084 | 2008-07-25 | \$82.05 |
| | Patient, Name | 2008-07-02 | 3535492 | 272713 | 51879426 | 2008-07-25 | \$65.00 |
| | Patient, Name | 2008-02-21 | 2874766 | 57553 | 59234084 | 2008-07-25 | \$80.21 |
| | Payment - Medicaid | | | | | | 743.07 |
| | Customer Name | Date of Service | Trip# | Run # | Check # | Deposit Dafe | Credit Amount |
| | Patient, Name | 2008-07-07 | 3558499 | 282635 | 7155039 | 2008-07-25 | #407 22 |
| | Patient, Name | 2008-03-16 | 3022668 | 97998 | 7155039 | 2008 07 25 | 45 77 45 74 |
| | Patient, Name | 2008-06-23 | 3484953 | 254701 | 7155039 | 2008-07-25 | 430.7 |
| | Patient, Name | 2008-06-22 | 3480743 | 254604 | 7155039 | 2008-07-25 | \$30.04 \$171 AR |
| | Patient, Name | 2008-06-22 | 3482875 | 254665 | 7155039 | 2008-07-25 | \$63.46 |
| | Payment - Medicare | | | | | | 477.50 |
| | Customer Name | Date of Service | Trip # | Run # | Check# | Denosit Date | 41160.0 |
| | Patient, Name | 2008-06-23 | 3489442 | 255586 | 104778365 | 2008-07-25 | Credit Amount |
| | Patient, Name | 2008-06-23 | 3489442 | 255586 | 104778365 | 2008-07-25 | \$5.14 \$5.14 |
| | Payment - Patient | | | | | | 292.28 |
| | Customer Name | Date of Service | Trio# | Run # | Check# | 10000 ti | 417 |
| | Patient, Name | 2008-02-13 | 2839397 | 52559 | 5591 | 2008-07-25 | |
| n a | Patient, Name | 2008-02-17 | 2853606 | 53650 | 5022 | 2008-07-25 | \$25.00 |
| ۱۸ | | | | | | | |

Printed on 7/28/2008, 6:06:16PM L:\REPORTS32\CUSTOM\PAYMENT CREDIT BY USER DEPOSIT DATE31.RPT RescueNet™ Reporting

Page 1

Payment Credits by Payor (Deposit Date)

Deposit Date IS BETWEEN 07/25/2008 AND 07/25/2008; AND Company IS Cabarrus County EMS; AND Credits IS Interest Payment (+) OR Payment - BCBS Adjustments OR Payment - Collection Agency OR Payment - Credit Card OR Payment - Credit Card Mileage ...

| \$75.63 | \$27.18 | 60.00 | 00.000 | \$41.59 | \$75.63 | \$25.00 | 370.03 |
|------------------|---------------|---------------|--------------|--------------|--------------|---------------|---------------|
| ብር 2008 በ2-25 | 2000-01-23 | 2000 | Z008-07-Z5 | 2008-07-25 | 2008-07-25 | 2008-07-25 | |
| 7 7 | CI / I | 6244 | 963 | 1107 | 2663 | 1544 | |
| 1 | 251753 | 251796 | 43338 | 342474 | 213767 | 372066 | 1 1 1 |
| | 3466/2/ | 3466921 | 2799294 | 07012911B1 | 3355064 | 07014323A1 | |
| ! | 2008-06-19 | 2008-06-19 | 2008-02-05 | 2007-09-28 | 2007 05 25 | 2002-02 20 | 27 07 07 |
| Any Provider EMS | Patient, Name | Patient, Name | Patient Name | Dationt Name | Dationt Nome | Patient, Name | ratient, Name |

\$2,132.88 \$2,132.88

Company Subtotal: Total Credit Amount:

Account Analysis by Month (Date of Service Based)

Trip Date IS BETWEEN 11/01/2009 AND 10/31/2010; AND Company IS Example County EMS; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>

| Net Coll | 80.8% | 79.0% | 79.5% 78.8% | 78.2% | 80.0% | 79.4% 77.9% | 77.2% | 79.1% |
|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------|--------------------------|--------------|
| Cash Coll | 294.63 | 291.35 | 292.44 297.48 | 293.98 | 297.57 | 290.08 | 282.25 294.92 | 294.30 |
| Net Chg / Trip | 364.66 | 368.93 | 367.79 377.28 | 375.70 378.23 | 371.83 | 372.39 | 365.47 378.02 | 372.15 |
| Gross Chg /Trip | 443.83 | 448.54 | 453.88 | 445.90 449.24 | 443.86 | 449.79 | 433,46 449,19 | 445.43 |
| <u>Balance Due</u> | 1,608.98 | 4,459.60 | 10,339.33 | 6,491.68 11,880.86 | 14,139.37 | 13,654.61 | 23,803.46 25,824.29 | 137,203.35 |
| Refunds | 1,668.04 2,725.24 | 3 476 46 | 5,702.61 | 2,802.84 2,016.05 | 2,572.59 | 3,097.62 | 1,219.60 435.95 | 32,760.12 |
| Writeoffs | 76,745.24 91,701.84 | 105,930.87 | 101,341.39 | 113,535.42 94,348.73 | 92,893.35 | 108,711.01 | 91,817.42 94,714.37 | 1,167,040.13 |
| Payments | 335,776.07 424,352.21 | 423,752.69 | 426,037.38 | 442,305.93 418,151.28 | 433,757.67 | 436,192.29 | 394,953.80 430,431.39 | T |
| Rev. Adis | 1,064.82 2,395.37 | 1,168.01 1,835.67 | 1,085,66 | 730.77 | 565.18 636.47 | 523.96 | 471.36 619.40 | 13,239.14 |
| Net Charges | 413,527.07 520,583.87 | 530,514.54 507,550.29 | 533,101.15 | 523,095.59 | 538,782.98 552,102.13 | 555,984.25 | 551,153.50 | 6,297,894.47 |
| Contractual | 89,772.93 100,410.13 | 114,487.46 98,037.71 | 108,226.85 | 98,205,41 | 104,377.02 107,467.87 | 115,546.75 | 34,844.36 103,765.50 | 1,240,093.53 |
| Gross Charges | 620,994.00 | 645,002.00 605,588.00 | 641,328.00 666,624.00 | 621,301.00 | 643,160.00 659,570.00 | 671,531.00 | 654,919.00 | 10,988,186,1 |
| # Of Trips | 1,415 | 1,438 | 1,413 | 1,383 | 1,449 | 1,493 | 1,458 | 10,923 |
| Month | 2009-12 | 2010-01 | 2010-03 2010-04 | 2010-05 | 2010-05 | 2010-08 2010-09 | 2010-10 | e Co |

Prepared by: EMS Management & Consultants, Inc.

Example County EMS

Account Analysis by Month and Payor Type (Date of Service Based)

Trip Date IS BETWEEN 11/01/2009 AND 10/31/2010; AND Company IS Example County EMS; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>

| | ** | Sur | Contractual | Net | Rev | | | | O ₁ | Gross Cha | | Cash Coll | Net Coll |
|--------------|----------|--------------|-------------|--------------|----------|-----------------|-----------|----------|----------------|-----------|--------|-----------|----------|
| Month | N SQ | Charges | Allowances | Charges | Adis | <u>Payments</u> | Writeoffs | Refunds | Balance | / Trip | / Trip | /Trip | প্র |
| Medicare | | | | | : | | | | | | | | |
| 2000-11 | 887 | 214 410 00 | 23 724 16 | 190,685.84 | 410.96 | 184,667.34 | 3,844.20 | 62.09 | 1,830.43 | 439.36 | 390.75 | 378.28 | %8.96 |
| 2000-11 | 5 6 | 08,511,112 | 33 147 97 | 254.848.03 | 258.89 | 249,022,49 | 5,045.47 | 392.10 | 913.28 | 429.20 | 379.80 | 370.54 | %9'.26 |
| 2003-12 | - 62 | 290,330,00 | 28 401.90 | 261,745.10 | 186.41 | 256,993.52 | 4,953,59 | 679.57 | 291.15 | 442.30 | 399.00 | 390.72 | 97.9% |
| 2010-01 | 0 00 | 300,454,00 | 32 182.02 | 268,271.98 | 102.68 | 262,270.13 | 6,159.72 | 669.84 | 409.29 | 436.07 | 389.36 | 379.68 | 97.5% |
| 2010-02 | 923 | 296.818.00 | 31,737,73 | 265,080.27 | 264.92 | 257,435.41 | 6,644.58 | 1,147.93 | 1,883.29 | 455.24 | 406.56 | 393.08 | %2'96 |
| 2010-03 | 547 | 284 280 00 | 27,652,20 | 256,627.80 | 135.87 | 249,572,44 | 6,270.90 | 281.30 | 929.89 | 439.38 | 396.64 | 385.30 | 97.1% |
| 2010-04 | ì č | 288.397.00 | 26.879.25 | 261,517.75 | 89.64 | 254,265.36 | 4,614.86 | 74.90 | 2,622.79 | 454.88 | 412.49 | 400.93 | 97.2% |
| 2010-05 | 250 | 295,829,00 | 27.159.52 | 268,669.48 | 66.79 | 257,716.22 | 8,351.05 | 589.28 | 3,124.70 | 455.12 | 413,34 | 395.58 | 95.7% |
| 2010-02 | 8 2 | 303,025,55 | 26.934.90 | 276,560.10 | 98.41 | 268,784,12 | 6,541.49 | 1,026.06 | 2,162.14 | 452.30 | 412.16 | 399.04 | %8.96 |
| 2010-01 | - 6 | 290,738,00 | 25,569.01 | 264,718.99 | 61.09 | 258,578,24 | 4,803.50 | 1,839.60 | 3,115.76 | 445.23 | 406.01 | 393.77 | %0-76 |
| 20102 | 200 | 220,202,002 | 25,555,50 | 254,146,40 | 87.43 | 246,630.42 | 4,525.17 | 685.12 | 3,588.50 | 435.83 | 395.87 | 383.09 | %8.96 |
| 2010-09 | 7 2 2 | 201 201 00 | 29.550.55 | 262,039,99 | 66.51 | 256,624.21 | 3,913.64 | 285.95 | 1,721.58 | 443.37 | 398.84 | 390.16 | 97.8% |
| Ttl Medicare | 602'2 | 3,423,208.00 | Ι. | 3,084,911.73 | 1,829.60 | 3,002,559.90 | 65,668.17 | 7,738.74 | 22,592.80 | 444.05 | 400.17 | 388.48 | 97.1% |
| Medicaid | | | | | | | | | | | | | |
| 77 0000 | 178 | 73 977 00 | 52 020 99 | 21,956,01 | 201.82 | 21,754.19 | 00.00 | 0.00 | 0.00 | 415.60 | 123.35 | 122.21 | 99.1% |
| 2003-11 | 2 5 | 75 907 00 | 53.013.05 | 22,693,75 | 117.77 | 22,175,98 | 0.00 | 0.00 | 400.00 | 412.54 | 123.34 | 120.52 | 97.7% |
| 2003-12 | 4 5 | 00.775.00 | 65 223 03 | 27.548.97 | 99.72 | 27,533,88 | 0.00 | 273.81 | 189.18 | 437.60 | 129.95 | 128.59 | %0.66 |
| 2010-01 | 483 | 22,112,00 | 51 606 09 | 21,266.91 | 0.00 | 21,317,59 | 00'0 | 0.00 | -50.68 | 400.40 | 116.85 | 117.13 | 100.2% |
| 2010-02 | 107 | 82 788 00 | 57.977.08 | 24,810.92 | 203.51 | 24,607.41 | 0.00 | 0.00 | 0.00 | 426.74 | 127.89 | 126.84 | 99.2% |
| 2010-02 | <u> </u> | 81.838.00 | 57.983.72 | 23,854.28 | 31.81 | 23,822.47 | 0.00 | 0.00 | 0.00 | 415.42 | 121.09 | 120.93 | %6.66 |
| 2010.05 | 121 | 74 972 00 | 53.073.88 | 21,898.12 | 63.62 | 20,915.46 | 0.00 | 0.00 | 919.04 | 423.57 | 123.72 | 118.17 | 95.5% |
| 2010-06 | | 85.067.00 | 59 701.41 | 25,365.59 | 0.00 | 24,055.64 | 00.0 | 0.00 | 1,309.95 | 403.16 | 120.22 | 114.01 | 94.8% |
| 2010-06 | | 88 067 00 | 62,928,79 | 25,138.21 | 31.81 | 24,844.28 | 0.00 | 00.0 | 262.12 | 417.38 | 119.14 | 117.75 | 98.8% |
| 2010-07 | 73.4 | 97.988.00 | 69 624.07 | 28,363,93 | 85,96 | 27,630.55 | 0.00 | 0.00 | 647,42 | 424.19 | 122.79 | 119.61 | 97.4% |
| 2010-00 | 3 6 | 76.437.00 | 54 479 22 | 21,957.78 | 0.00 | 21,957.78 | 0.00 | 0.00 | 00.00 | 417.69 | 119.99 | 119.99 | 100.0% |
| 2010-03 | 197 | 85.007.00 | 58,568,51 | 26,438,49 | 0.00 | 25,170.91 | 0.00 | 00.00 | 1,267.58 | 431.51 | 134.21 | 127.77 | 95.2% |
| Ttl Medicaid | 2,357 | 987,693.00 | 696,400.04 | 291,292.96 | 836.02 | 285,786.14 | 0.00 | 273.81 | 4,944.61 | 419.05 | 123.59 | 121.13 | 98.0% |
| p. | | | | | | | | | | | | | |

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Account Analysis by Month and Payor Type (Date of Service Based)

Example County EMS

Trip Date IS BETWEEN 11/01/2009 AND 10/31/2010; AND Company IS Example County EMS; AND Status IS Billed OR Closed OR Complete OR Verified; AND Primary Payor IS NOT <None>

| riillaly rayol is incl. Sholler | | | | | | | | | | | | | |
|---------------------------------|-------|--------------|-------------|---------------------|----------|--------------|------------|-----------|-----------|-----------|---------|-----------|----------|
| | # | Gross | Contractual | Net | Rev | | | | | Gross Cha | Net Cha | Cash Coll | Net Coll |
| Month | Trips | Charges | Allowances | Charges | Adis | Payments | Writeoffs | Refunds | Balance | /Trip | /Trip | /Trip | প্ল |
| Insurance | | | | | | | | | | | | | |
| 2009-11 | 320 | 150,822.00 | 14,027.78 | 136,794.22 | 340.67 | 123,203.98 | 15,071.97 | 1,600.95 | -221.45 | 471.32 | 427.48 | 380.04 | 88.9% |
| 2009-12 | 375 | 176,573.00 | 14,048.91 | 162,524.09 | 1,273.96 | 144,177.67 | 15,859.19 | 2,333,14 | 3,546,41 | 470.86 | 433.40 | 378.25 | 87.3% |
| 2010-01 | 376 | 173,700.00 | 20,829.87 | 152,870.13 | 656.04 | 134,353.85 | 18,231.56 | 3,843,25 | 3,471.93 | 461.97 | 406.57 | 347.10 | 85.4% |
| 2010-02 | 322 | 151,135.00 | 14,171.83 | 136,963.17 | 1,157.46 | 114,882.01 | 19,918.00 | 2,806.62 | 3,812.32 | 469.36 | 425.35 | 348.06 | 81.8% |
| 2010-03 | 386 | 182,142.00 | 18,512.04 | 163,629.96 | 434.63 | 137,503.79 | 22,612.18 | 4,554.68 | 7,634.04 | 471,87 | 423.91 | 344,43 | 81.2% |
| 2010-04 | 448 | 209,341.00 | 19,315,42 | 190,025.58 | 1,469.31 | 159,924.61 | 25,478.41 | 2,521.54 | 5,674.79 | 467,28 | 424.16 | 351.35 | 82.8% |
| 2010-05 | 379 | 172,453.00 | 17,782.14 | 154,670.86 | 400.88 | 135,481.84 | 14,020.66 | 1,941.15 | 6,708.63 | 455.02 | 408.10 | 352.35 | 86.3% |
| 2010-06 | 406 | 180,816.00 | 17,516.09 | 163,299.91 | 346.14 | 143,069.49 | 13,435.87 | 1,983.31 | 8,431.72 | 445.36 | 402.22 | 347,50 | 86.4% |
| 2010-07 | 393 | 183,726.00 | 17,604.18 | 166,121.82 | 272.75 | 140,263.79 | 16,956.01 | 1,220.43 | 9,849,70 | 467.50 | 422.70 | 353.80 | 83.7% |
| 2010-08 | 388 | 183,229.00 | 20,149.08 | 163,079.92 | 172.41 | 141,058.78 | 16,807.69 | 1,258.02 | 6,299.06 | 472.24 | 420.31 | 360.31 | 85.7% |
| 2010-09 | 368 | 160,181.00 | 14,682.27 | 145,498.73 | 158.54 | 120,869.45 | 12,257.56 | 534.48 | 12,747.66 | 435.27 | 395.38 | 327.00 | 82.7% |
| 2010-10 | 392 | 178,257.00 | 15,945.98 | 162,311.02 | 311.72 | 136,292.06 | 15,924.40 | 150.00 | 9,932.84 | 454.74 | 414.06 | 347.30 | 83.9% |
| Ttl Insurance | 4,553 | 2,102,375.00 | 204,585.59 | 1,897,789,41 | 6,994.51 | 1,631,081.32 | 206,573.50 | 24,747.57 | 77,887.65 | 461.76 | 416.82 | 352.81 | 84.6% |
| Bill Patient | | | | | | | | | | | | | |
| 2009-11 | 148 | 64,091.00 | 0.00 | 64,091.00 | 111.37 | 6,150.56 | 57,829.07 | 0.00 | 00.0 | 433.05 | 433.05 | 41.56 | 9.6% |
| 2009-12 | 185 | 80,518.00 | 0.00 | 80,518.00 | 744.75 | 8,976.07 | 70,797.18 | 0.00 | 0.00 | 435.23 | 435,23 | 48.52 | 11.1% |
| 2010-01 | 194 | 88,383.00 | 32.66 | 88,350.34 | 225.84 | 4,871.44 | 82,745.72 | 0.00 | 507.34 | 455.58 | 455.41 | 25.11 | 5.5% |
| 2010-02 | 187 | 81,126.00 | 77.77 | 81,048.23 | 575.53 | 8,577.71 | 70,877.99 | 00:0 | 1,017.00 | 433.83 | 433.41 | 45.87 | 10.6% |
| 2010-03 | 181 | 79,580.00 | 00.0 | 79,580.00 | 182.60 | 6,490.77 | 72,084.63 | 0.00 | 822.00 | 439.67 | 439.67 | 35.86 | 8.2% |
| 2010-04 | 203 | 91,165.00 | 0.00 | 91,165.00 | 505.48 | 8,986,41 | 81,786.11 | 0.00 | -113.00 | 449.09 | 449.09 | 44.27 | 86.6 |
| 2010-05 | 193 | 85,479.00 | 470.14 | 85,008.86 | 176.63 | 7,488,62 | 75,713,21 | 00.00 | 1,630.40 | 442.90 | 440.46 | 38.80 | 8.8% |
| 2010-06 | 182 | 81,448.00 | 00.0 | 81,448.00 | 152.25 | 8,916.32 | 71,106.43 | 0.00 | 1,273.00 | 447.52 | 447.52 | 48.99 | 10.9% |
| 2010-07 | 195 | 84,282.00 | 00.0 | 84,282.00 | 233.50 | 6,521.63 | 74,847.28 | 0.00 | 2,679.59 | 432.22 | 432.22 | 33.44 | 7.7% |
| 2010-08 | 222 | 100,026.00 | 204.59 | 99,821.41 | 204.50 | 8,924.72 | 87,099.82 | 0.00 | 3,592.37 | 450.57 | 449.65 | 40.20 | 8.9% |
| 2010-09 | 202 | 88,250.00 | 26.47 | 88,223.53 | 225.39 | 5,496.15 | 75,034.69 | 00.0 | 7,467.30 | 436.88 | 436.75 | 27.21 | 6.2% |
| 2010-10 | 212 | 100,364.00 | 0.00 | 100,364.00 | 241.17 | 12,344.21 | 74,876.33 | 0.00 | 12,902.29 | 473.42 | 473.42 | 58.23 | 12.3% |
| Ttl Bill Patient | 2,304 | 1,024,712.00 | 811.63 | 811.63 1,023,900.37 | 3,579.01 | 93,744.61 | 894,798.46 | 00:00 | 31,778.29 | 444.75 | 444.40 | 40.69 | 9.2% |
| p. | | | | | | | | | | | | | |

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Prepared by: EMS Management & Consultants, Inc.

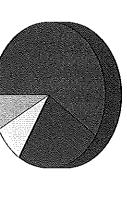
Accounts Receivables Aging by Current Payor Report (Aging Date Based)

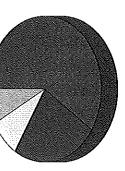
For Accounting Period Ending: October 31, 2010

| 121-180 Over 180 | 03,102.79 70,688.57 798,196.37 | 5,695.67 36,284.79 327,784.04 | 12,551.71 23,969.72 108,946.36 | 1,076.14 -2,968.91 105,597.99 | 0.00 0.00 | 122,426.31 127,974.17 1,340,524.76 |
|------------------|--------------------------------|-------------------------------|--------------------------------|-------------------------------|-----------|------------------------------------|
| 91-120 | 105,590.80 | 4,124.60 | 2,934.57 | 4,946.94 | 0.00 | 117,596.91 1 |
| 61-90 | 107,555.53 | 9,429.07 | 3,690.27 | 3,252.09 | 0.00 | 123,926.96 |
| 31-60 | 201,413.56 | 53,479.25 | 10,441.68 | 7,961.25 | 0.00 | 273,295.74 |
| Current | 209,845.12 | 218,770.66 | 55,358.41 | 91,330.48 | 0.00 | 575,304.67 |
| Current Payor | Bill Patient | Insurance | Medicaid | Medicare | Other | Total |

AR Aging Percent

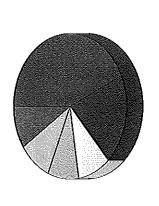
AR by Current Payor Category





59.5% 24.5% 8.1% 7.9% 0.0%

Bill Patient insurance insurance Medicaid im Medicare Other Total:



For accounting period ended: October 31, 2010

| | | | Contractual | | | | | | |
|-------------|---------------|------------------------------|-------------|-------------------------|----------|-----------------------|------------|------------------------|--------------|
| Month | Beginning A/R | Beginning A/R Revenue Billed | Allowances | Net Charges | Rev Adjs | Payments | Write-offs | Refunds | Ending A/R |
| 2010-07 | 1,248,793.29 | 615,788.00 | 112,296.51 | 503,491.49 | 1,798.36 | 353,642.19 | 58,524.12 | (3,654.70) | 1,341,974.81 |
| 2010-08 | 1,341,974.81 | 641,873.00 | 80,317.00 | 561,556.00 | 1,454.64 | 415,155.02 | -3,303.77 | (4,131.82) | 1,494,356.74 |
| 2010-09 | 1,494,356.74 | 927,969.00 | 158,313.48 | 769,655.52 | 1,470.70 | 434,737.58 | 314,504.51 | (3,079.07) | 1,516,378.54 |
| 2010-10 | 1,516,378.54 | 477,995.00 | 93,016.97 | 384,978.03 | 1,073.26 | 575,902.95 | -14,114.82 | | 1,340,524.76 |
| FY11 Totals | 1,248,793.29 | 2,663,625.00 | 443,943.96 | 443,943.96 2,219,681.04 | 5,796.96 | 5,796.96 1,779,437.74 | 355,610.04 | 355,610.04 (12,895.17) | 1,340,524.76 |

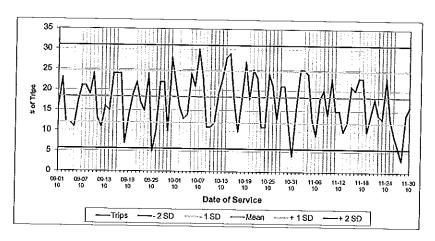
The Accounts Receivable Reconciliation Report provides a reconciliation of the beginning and ending AR balance. The numbers on this report reflect the transactions that took place during the accounting period (ie: month) regardless of the date of service of an account (trip). This report can be thought of as the "checking account" report.

Prepared by: EMS Management & Consultants, Inc.

Customer Defined Reports

| - | | | | A3 (); | . 12 | 2772010 |
|--------------------------|---------------------------------------|--------------|--------------|------------|--------------|--------------|
| | Trips | - 1 SD | + 1 SD | -2 SD | +2SD | Mean |
| 2010-09 | | 6 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09- | and the second of the | 3 12.0 | 24.7 | 5.7 | 31.0 | 18,4 |
| 2010-09- | 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09- 2010-09- | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09- | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-4 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09- | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-0 | | | 24.7 | 5.7 | 31.0 | 18,4 |
| 2010-09- | | | 24.7 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09- | | | | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 | 5.7 | 31.0 31.0 | 18.4 18.4 |
| 2010-09-1 | 7 24 | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | 8 : 15 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-1 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18,4 |
| 2010-09-2 | | | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-28 | | 12.0 | 24.7 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-09-29 | | | 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-09-30 | | 12.0 | 24.7 | 5.7 | 31.0 31.0 | 18.4 |
| 2010-10-01 | 22 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 18.4 |
| 2010-10-02 | ? 16 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-03 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-04 | | 12,0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-05 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-06 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-07 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-08 2010-10-09 | and the second second | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-09 | 1000 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-11 | | 12.0 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-12 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-13 | | 12.0 | 24.7 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-14 | | 12.0 | 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-10-15 | 29 | 12.0 | 24.7 | 5.7 | 31.0 31.0 | 18.4 |
| 2010-10-16 | 18 | 12.0 | 24,7 | 5.7 | 31.0 | 18.4 18.4 |
| 2010-10-17 | 10 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-18 | 18 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-19 | 27 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-20 | 18 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-21 | 25 | 12.0 | 24.7 | 5,7 | 31.0 | 18.4 |
| 2010-10-22 | 23 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-24 | 11 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-25 | ፤ ™ 11 24 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-26 | 21 | 12.0 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-27 | 13 | 12.0 | 24.7 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-28 | 21 | 12.0 | 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-10-29 | 21 | 12.0 | 24.7 | 5.7 | 31.0 31.0 | 18.4 18.4 |
| 2010-10-30 | 12 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-10-31 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-01 | 16 | 12.0 | 24.7 | 5.7 | 31,0 | 18.4 |
| 2010-11-02 | 25 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-03 2010-11-04 | 25 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-05 | 24 13 | 12.0 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-06 | 9 | 12.0 | 24.7 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-11-07 | 18 | 12.0 | 24.7 | 5.7 5.7 | 31.0 31.0 | 18.4 |
| 2010-11-08 | 20 | 12.0 | 24.7 | 5.7 | | 18.4 |
| 2010-11-09 | 14 | 12.0 | 24.7 | 5.7 5.7 | 31.0 31.0 | 18.4 18.4 |
| 2010-11-10 | 23 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-11 | 15 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-12 | 15 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-13 | 10 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-14 | 12 | 12.0 | 24.7 | 5.7 | 31.0 | 18,4 |
| 2010-11-15 2010-11-16 | 21 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-16 | 20 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-17 | 23 23 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-19 | 23 10 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-20 | 10 | 12.0 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-21 | 18 | 12.0 | 24.7 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-11-22 | 14 | 12.0 | 24.7 24.7 | 5.7 5.7 | 31.0 | 18.4 |
| 2010-11-23 | 13 | 12.0 | 24.7 | 5.7 5.7 | 31.0 31.0 | 18.4 |
| 2010-11-24 | 23 | 12.0 | 24.7 | 5.7 5.7 | 31.0 | 18.4 18.4 |
| 2010-11-25 | 13 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-26 | 9 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-27 | . 6 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-28 | | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-29 | 14 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| 2010-11-30 | 16 | 12.0 | 24.7 | 5.7 | 31.0 | 18.4 |
| | | | | | | |

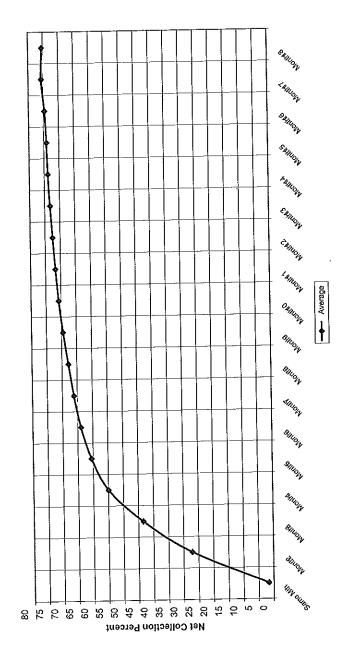
Trip Count Control Chart - Sep 01, 2010 to Nov 30, 2010



County EMS - Cumulative Net Collection Percent

| Average | 0,1 | 27.1 | 43.4 | 0.17 | | 5 | 63.9 | 66.1 | 67.8 | 69.5 | | 7.0 | 71.7 | 72.5 | | 73.2 | 73.8 | 74.2 | 74.6 | 75.7 | 75.4 | |
|----------------------|---------|----------|--|--------------|---------|---------|----------|---|------|---------|---------|---------|----------|-------------------|----------|----------|----------|----------|--|----------|----------|----------|
| 60-Inc | 0.3 | 39.4 | | | Ī | | | Γ | | | | | | | | | | | | | | |
| - 1 | 6.0 | 34.8 | 53.4 | ļ | 1 | _ | - | | - | + | 1 | | - | | | _ | _ | | | \mid | | |
| 크 | | | L | \downarrow | 7 | _ | _ | | 1 | + | 1 | | - | - | | _ | _ | - | L | - | | |
| May | 4.6 | 49.5 | L | 1 | 7.00 | | L | | | | | | | - | | | L | L | | | | |
| Apr-09 | 0.0 | 47.4 | 0.70 | ה ה ה | 22.53 | 7.5 | | | | | | | | | | | | | | | | |
| Mar-09 | 6.1 | 210 | | 8 | 67.9 | 72.6 | 74.8 | | | | | | | 1 | | | | | | T | T | |
| Feb-09 | 0.6 | 107 | 7 4 | 40.3 | 62.2 | 69.2 | 707 | , 4, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, | 70 | | - | _ | | | _ | | | 1 | \dagger | | + | |
| Jan-09 Fe | 0.0 | | 1 | 16.9 | 59.9 | 88.5 | 0.09 | 2 6 | 7.2 | 73.4 | | | ŀ | | | | - | | 1 | + | 1 | |
| | | | | | | L | L | | 1 | ╛ | લ | H | 1 | | | | + | - | + | 1 | + | |
| Dec- | 18 | 1 | 1 | | 9,09 | L | | 000 | | | 74.3 | | | | | _ | | | | | | |
| Nov-08 | 0,00 | 200 | 32.9 | 54.6 6.6 | 61.9 | 0 48 | 3 6 | 2 | | 74.0 | 76.2 | 77.9 | 4 | | | | | | | | | ļ |
| Oct-08 Nov-08 Dec-08 | , | 3 | 35.4 | 50.8 | 59.3 | 0 60 | 3 5 | ٥ | 2003 | 72.2 | 73.8 | 75.2 | 7.0 | 76.8 | | | 1 | | | | | |
| Aug-08 Sep-08 | 9 | 3 | 16.2 | 43.6 | 54.0 | 000 | 7 0 | 5.5 | 67.0 | 0.69 | 70.6 | 100 | 1.5/ | 73.3 | 74.2 | - | | + | 1 | | 1 | |
| 3-08 S | į | 20 | 12.2 | 40.6 | 503 | | 28.2 | 63.4 | 0.99 | 68.0 | 70.4 | | 4.17 | 72.6 | 74.3 | | 4.4 | | | _ | | 1 |
| | Ł | | | | | | | ╛ | _ | | L | | _ | 73.8 | L | 1 | | - | | | - | |
| 11-108 | ١ | 7 | 16.9 | | 50.3 |] | | | 66.7 | 8.69 | | 1 | | _ | 75.0 | | 4 | 9. | | | | |
| SQ. and | | C. | 32.1 | 41.6 | 0 // | F . | χ. Ο | 60.8 | 64.5 | 8.99 | 08 | 2 | 70.3 | 71.3 | 717 | | 72.5 | 73.0 | 73.5 | | | |
| 80 110 | alica y | 0.9 | 29.4 | 39.5 | 0 117 | 2 | 50.2 | 57.1 | 60.5 | 63.5 | 0 33 | 200 | 68.3 | 69.3 | 100 | 0,0 | 71.1 | 71.5 | 71.5 | 71.9 | | |
| 80 | ı | 2.3 | 32.4 | 45.4 | 0.10 | 3.0 | 56.0 | 57.8 | 62.6 | 65.7 | 4 00 | 000 | 71.4 | 74.1 | , , , | | 76.1 | 76.9 | 77.5 | 6.77 | 78.2 | |
| 9 | Mar-Uo | 2.4 | 29.1 | 15.2 | 1 | 0.10 | 57.5 | 0.09 | 62.5 | 86.5 | 2 6 | 0.80 | 7.0 | 72.8 | , | 4.4 | 75.0 | 76.1 | 76.3 | 76.5 | 77.1 | 77.3 |
| | 20-02 | 6.0 | 31.7 | 727 | | 49.8 | 55.5 | 9.09 | R2 E | 27.3 | 2 6 | 67.3 | 68.8 | α 0. ² | | (2.5) | 73.5 | 73.9 | 74.6 | 75.0 | 75.5 | 75.3 |
| | Jan-08 | 0,1 | 20.0 | 200 | 0. | 49.8 | 55.6 | 59.6 | 1 63 | 6 7 3 | 3 | 0.99 | 68.7 | 902 | 300 | 72.3 | 74.3 | 75.1 | 75.7 | 76.3 | 76.7 | 77.1 |
| | Dec-07 | 0.2 | a c | | 41.3 | 20.6 | 56.7 | 603 | 202 | 04.6 | 0.40 | 66.2 | 67.2 | 1 00 | 60 | 70.1 | 71.2 | 72.6 | 73.0 | 73.6 | 74.4 | 74.6 |
| i | Nov-07 | 0.0 | 30 | | اة | 44.5 | 51.8 | 67.0 | 2.63 | 57.1 | 7.10 | 63.7 | 848 | | ?! | 67.6 | 683 | 69.5 | 74.7 | 71.0 | 72.0 | 72.9 |
| l | | Came Mth | The state of the s | MIONEN 2 | Month 3 | Month 4 | Month 55 | L Gath | | Montn / | Month & | Month 9 | Month 40 | 2 3 | Month 11 | Month 12 | Month 13 | T 44 day | 14 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | Month 16 | Month 17 | Month 18 |

County EMS Cumulative Net Collection Percent For Dates of Service 11-1-07 to 7-31-09 as of 8-27-09



Account Analysis by Month and Vehicle Trip Date IS BETWEEN 07/01/2008 AND 06/30/2009

| % | 70.40/ | 76.69/ | 70.07 | 79.0% | 16.2% | 80.3% | 74.6% | 77.1% | 79.9% | 23.2% | 0/ + 70 | 77.0% | 70.4% | 76.6% | | 75 0% | 00 00 00 00 00 00 00 00 00 00 00 00 00 | % 7. 00 | 03.0% 70.4% | 88 7% | 81.3% | %9.57 %9.87 | %° 0.0% | 85.0% | 84.7% %1.4% | 83.7% | 86.5% | 83.2% | | 66.0% | 0.0% | 70.4% | 47.2% | 91.4% | 59 1% | 37.9% | 100.0% | 64.6% | 100.0% | 62.4% |
|--------------|-----------|------------|------------|-----------|-----------|-----------|------------|-----------|-----------|------------|-----------|-----------|---|--------------|-------|-----------|--|----------------|----------------|-----------|-----------|----------------|-----------|-----------|----------------|-----------|-----------|------------|-------|----------|---------|----------|----------|----------|----------|---------|----------|----------|---------|-----------|
| dill/ | 207 20 | 225 54 | 225.30 | 020.70 | 44,050 | 342.34 | 325.22 | 317.96 | 340.57 | 355.85 | 44.00 | 218.2.2 | 310.86 | 329,54 | | 328.43 | 306.04 | 390,04 | 12.198 | 391.89 | 377.75 | 361.22 | 378 08 | 375 96 | 372.49 | 385.78 | 366,51 | 374,03 | | 289.49 | 0.00 | 315,98 | 279.06 | 202.45 | 243.26 | 165.53 | 385.30 | 263.51 | 382.76 | 271.48 |
| g[,] | 71774 | 138.07 | 108.03 | 100,004 | 1,004 | 424,14 | 431.44 | 408.47 | 423.82 | 433 19 | 451.08 | 412.44 | 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | 427.49 | | 426.37 | 150.037 | 470.75 | 454.83 | 433.19 | 456.17 | 458 47 | 459.30 | 441 48 | 441.33 | 455.51 | 422,41 | 444,71 | | 438.82 | 423.87 | 448.81 | 512.25 | 221.41 | 411.54 | 436.22 | 385.30 | 407.69 | 382.76 | 426.82 |
| | 547 84 | 557.91 | 548.80 | 56.4.67 | 70,100 | 15.51 | 561.92 | 548.12 | 553.97 | 560.78 | 557 11 | 560.68 | 559.32 | 555,43 | | 565.51 | 575.01 | 568 84 | 577.62 | 556.79 | 582.70 | 572.28 | 568.21 | 574.04 | 562.64 | 571.09 | 570.85 | 570.64 | | 540,00 | 541.00 | 586.11 | 554.47 | 549.57 | 514.94 | 487.29 | 549.57 | 482.65 | 541.38 | 542.02 |
| -salance | 607.30 | 161.10 | 1828.31 | 1 089 95 | 2,000,1 | 402,42 | 1,368.63 | 1,022.59 | 1,655.30 | 2.102.47 | 6 438 40 | 8.385.94 | 11,171,37 | 35,428.94 | | 572.52 | 453.41 | - 1500 H | 78.46 | 186.90 | 1.506.65 | 1,112.94 | 2.044.21 | 226.28 | 1.316.40 | 4,147.29 | 4,000,48 | 14,058,29 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 00.00 |
| Spunday | 155.11 | 0.00 | 573.78 | 614.27 | 348.90 | 044.90 | 611,83 | 513.26 | 342.19 | 0.00 | 1,000.00 | 92.10 | 0.00 | 4,219,44 | | 573.76 | 567.00 | 1 598 33 | 318.95 | 774,82 | 709.66 | 83.86 | 0.00 | 79.74 | 135.00 | 526.49 | 163.79 | 5,531.40 | | 0.00 | 0.00 | 00.0 | 300.00 | 00.0 | 0.00 | 0.00 | 000 | 000 | 0.00 | 300.00 |
| Write Oils | 14,453,91 | 19.385.21 | 15.087.87 | 16 915 13 | 14 564 20 | 14,004,50 | 88.878.91 | 14,297.93 | 12,283.41 | 12,981.26 | 18,634.08 | 7.119.88 | 12,173,26 | 174,876,22 | | 10.993.64 | 7 463 26 | 7,820,90 | 10.375,54 | 4,612,11 | 7,057.15 | 7,715.41 | 6,036.06 | 8,413,49 | 6,412.35 | 4,247.66 | 3,076.86 | 84,224.43 | | 2,239.98 | 423.87 | 1,388.05 | 2,165.52 | 75.84 | 1,506.04 | 541.38 | 0.00 | 576.73 | 0.00 | 8,917.41 |
| e l'edyments | 56,293.78 | 64,081.73 | 65,478,20 | 58,701.59 | 59 909 25 | 60,000,00 | 00.010.00 | 52,146.20 | 55,853.20 | 70,458.81 | 55.792.17 | 51,969.70 | 55,644.74 | 703,243.33 | | 38,754,83 | 47,524.60 | 44.213.02 | 41.863.60 | 40,756.83 | 40,041.24 | 33,593.81 | 37,808.14 | 50,002.95 | 41,719.00 | 43,593.65 | 45,447.21 | 505,318.88 | | 4,342.36 | 00:00 | 3,475.81 | 2,232.49 | 809.79 | 2,189.32 | 331.06 | 385.30 | 1,054.02 | 382.76 | 15,202.91 |
| e le c | 651.04 | 42.86 | 374.74 | 167,94 | 470.89 | 851.22 | 22,150 | 36.28 | 56,45 | 229,69 | 11.03 | 8.02 | 29.11 | 2,929.27 | | 564.78 | 482.88 | 15.97 | 307.06 | 270.75 | 458.25 | 299.09 | 41.87 | 154.15 | 116.36 | 10.14 | 17.46 | 2,738.76 | | 0.00 | 00.0 | 73.08 | 0.00 | 0.00 | 8.52 | 0.00 | 0.00 | 0.00 | 0.00 | 81.60 |
| | 71,850.92 | 83,670.90 | 82,195.34 | 76,260.34 | 74.225.11 | 75 501 97 | 10,000 | 55,989,74 | 69,506,17 | 85,772,23 | 79,875.68 | 67,391,44 | 79,018.48 | 912,258.32 | | 50,312.01 | 54,450,33 | 49,771,13 | 52,305.71 | 45,051.77 | 48,353.63 | 42,637.39 | 45,930.28 | 58,717,13 | 49,429.11 | 51,472.25 | 52,378.22 | 600,808,96 | | 6,582.34 | 423.87 | 4,936,94 | 4,098.01 | 885.63 | 3,703.88 | 872.44 | 385,30 | 1,630.75 | 382.76 | 23,901.92 |
| | 22,377.84 | 22,890.56 | 28,315,07 | 22,031.90 | 21.239.17 | 22 834 73 | 27,000,00 | 61.208,22 | 21,344.69 | 25,262.79 | 18,732,94 | 23,998.93 | 21,100.39 | 273,031.16 | | 16,417.99 | 14,659.04 | 14,504,07 | 14,121.06 | 12,854,24 | 13,412.37 | 10,585.00 | 10,891.18 | 17,629.73 | 13,586.65 | 13,061,20 | 18,406.88 | 170,129,41 | | 1,517.66 | 117.13 | 1,510.23 | 337.78 | 1,312.65 | 930.62 | 102.13 | 164.27 | 299.86 | 158.62 | 6,450.95 |
| | 94,228.76 | 106,561.46 | 110,510,41 | 98,292.24 | 95,464,28 | 98.336.70 | 00,000,100 | 00.100,00 | 90,850,86 | 111,035,02 | 98,608.62 | 91,390.37 | 100,118.87 | 1,185,289.48 | | 66,730.00 | 69,109.37 | 64,275,20 | 66,426.77 | 57,906.01 | 61,766.00 | 53,222.39 | 56,821.46 | 76,346.86 | 63,015.76 | 64,533.45 | 70,785.10 | 770,938.37 | | 8,100.00 | 541.00 | 6,447.17 | 4,435.79 | 2,198.28 | 4,634.50 | 974.57 | 549.57 | 1,930.61 | 541.38 | 30,352.87 |
| | 172 | 191 | 201 | 175 | 175 | 175 | 7 - 7 | 5 5 | \$ | 198 | 177 | 163 | | 2,134 1 | | 118 | 120 | 113 | 115 | 104 | 106 | 93 | 100 | 133 | 112 | 113 | 124 | 1,351 | | 15 | _ | 7 | œ | 4 | o | 7 | - | 4 | 1 | 56 |
| EMS-1 | 2008-07 | 2008-08 | 2008-09 | 2008-10 | 2008-11 | 2008-12 | 2000-01 | 2000-01 | Z0-800Z | 2009-03 | 2009-04 | 2009-05 | 2009-06 | Ttl EMS-1 | EMS-2 | 2008-07 | 2008-08 | 2008-09 | 2008-10 | 2008-11 | 2008-12 | 2009-01 | 2009-02 | 2009-03 | 2009-04 | 2009-05 | 2009-06 | TII EMS-2 | EMS-3 | 2008-07 | 2008-08 | 2008-09 | 2008-10 | 2008-11 | 2009-01 | 2009-02 | 2009-03 | 2009-04 | 2009-05 | 74 EMS-3 |

| Net Coll % | 80.0% | 66.2% | 65.5% | 79.1% | 79.9% | 68.4% | 77.7% | 76.4% | 75.5% | 72.5% | 72.4% | 75.7% | 73.9% | | 60.1% | 84.4% | 81.3% | 83.2% | 82.6% | 80.2% | 79.0% | 84.2% | 76.3% | 68.9% | 79.3% |
|---------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| Cash Coll / Trip | 398.71 | 322,47 | 315.06 | 384.70 | 372.49 | 370.31 | 381.12 | 372.18 | 365.17 | 350.65 | 366.04 | 364.66 | 362,75 | | 281.82 | 343.88 | 321.56 | 359,47 | 342.52 | 353.30 | 345.80 | 387.12 | 330.67 | 281.49 | 336.73 |
| Net Charge / Trip | 486.81 | 487.04 | 481.09 | 486.27 | 464.19 | 522.53 | 484.56 | 483.88 | 479.04 | 483.59 | 493.07 | 481.74 | 485.96 | | 468.57 | 407.66 | 392.97 | 431.79 | 414.56 | 439,41 | 428.63 | 458.22 | 433.54 | 408.57 | 423.20 |
| Gross Chg / Trip | 583.00 | 593,61 | 586.13 | 589,85 | 579.22 | 606.91 | 571.42 | 591,90 | 591.04 | 596.69 | 588.42 | 589.57 | 588.87 | | 583.29 | 556.74 | 545,44 | 566.94 | 552,56 | 558.31 | 567.19 | 577.25 | 553.54 | 549.94 | 558.31 |
| Balance | -312.10 | 1,421.95 | 608,80 | -128.07 | 1,224.88 | 3,148.62 | 4,956.93 | 909.23 | 2,470.26 | 2,462,77 | 4,310.30 | 5,603.74 | 26,677,31 | | 0.00 | 78.46 | 227.54 | 574.14 | 365.65 | 850.87 | 2,087.71 | 892,17 | 2,577.63 | 9,317.82 | 16,971.99 |
| Refunds | 741,42 | 22.50 | 0.00 | 0.00 | 126,94 | 1,056.62 | 433.06 | 209.22 | 358,63 | 0.00 | 815.05 | 00.0 | 3,763.44 | | 0.00 | 0.00 | 165,46 | 20.26 | 0.00 | 81.11 | 735.78 | 73.08 | 00.00 | 0.00 | 1,075.69 |
| Writeoffs | 7,754.14 | 14,966.45 | 14,018.48 | 7,503.59 | 6,440.34 | 10,369,61 | 4,858.31 | 8,867.72 | 9,376.51 | 7,640,14 | 7,910.33 | 6,338,34 | 106,043.96 | | 3,174,80 | 5,910,45 | 5,907.27 | 6,666.27 | 6,652,58 | 6,696.37 | 6,955.70 | 2,987,22 | 8,113,94 | 4,144.59 | 57,209.19 |
| Payments | 32,694,25 | 32,891.64 | 28,039.92 | 28,083.00 | 31,289,16 | 30,735.76 | 35,444.06 | 32,752,07 | 36,882.04 | 26,649.67 | 33,309.39 | 37,195.05 | 385,966.01 | | 4,790.86 | 34,387.64 | 27,654.31 | 37,025.02 | 34,937.03 | 30,737,44 | 34,925.78 | 20,904.33 | 34,389.35 | 29,838.32 | 289,590,08 |
| Rev Adjs | 523.25 | 420.99 | 149.91 | 39.17 | 164.88 | 172.99 | 237.77 | 261.41 | 12,78 | 0.00 | 154,60 | 0.00 | 2,137.75 | | 0.00 | 389.41 | 172.09 | 229.58 | 330.27 | 25.00 | 58,20 | 33,11 | 7.35 | 7,55 | 1,252,56 |
| Net Charges | 39,918.12 | 49,678.53 | 42,817.11 | 35,497.69 | 38,992.32 | 43,370.36 | 45,064.01 | 42,581.21 | 48,382.96 | 36,752,58 | 44,869.57 | 49,137.13 | 517,061.59 | | 7,965.66 | 40,765.96 | 33,795.75 | 44,474,75 | 42,285.53 | 38,228,57 | 43,291.61 | 24,743.75 | 45,088.27 | 43,308.28 | 363,948.13 |
| Contractual Allowances | 7,887.88 | 10,869,41 | 9,348.86 | 7,561.06 | 9,662.17 | 7,003.58 | 8,078.26 | 9,505.88 | 11,311,70 | 8,596.12 | 8,676,75 | 10,998.60 | 109,500.27 | | 1,950,33 | 14,908.27 | 13,111,72 | 13,919.61 | 14,075.42 | 10,344.60 | 13,994,20 | 6,427.68 | 12,480.10 | 14,985.00 | 116,196,93 |
| Gross | 47,806,00 | 60,547.94 | 52,165.97 | 43,058.75 | 48,654,49 | 50,373.94 | 53,142.27 | 52,087.09 | 59,694.66 | 45,348.70 | 53,546.32 | 60,135.73 | 626,561,86 | | 9,915,99 | 55,674.23 | 46,907,47 | 58,394,36 | 56,360.95 | 48,573,17 | 57,285.81 | 31,171.43 | 57,568.37 | 58,293,28 | 480,145.06 |
| # of Trips | 83 | 102 | 88 | 23 | 84 | 88 | 893 | 88 | 101 | 76 | 9 | 102 | 1,064 | | 17 | 100 | 98 | 103 | 102 | 87 | 101 | 72 | 104 | 106 | 860 |
| Month | 2008-07 | 2008-08 | 2008-09 | 2008-10 | 2008-11 | 2008-12 | 2009-01 | 2009-02 | 2009-03 | 2009-04 | 2009-05 | 2009-06 | Tti EMS-4 | EMS-5 | 2008-09 | 2008-10 | 2008-11 | 2008-12 | 2009-01 | 2009-02 | 2009-03 | 2009-04 | 2009-05 | 2009-06 | THEMS-5 |

Prepared by: EMS Management & Consultants, Inc.

Office of Purchasing Brian T. Craig, VCO 804-598-5610 x2106



3834 Old Buckingham Road, Suite B Powhatan, Virginia 23139

www.powhatanva.gov

May 9, 2012

ADDENDUM NO 1 TO ALL OFFERORS:

Request for Proposals:

EMS-12-002

Titled:

EMS billing services

Dated:

April 27, 2012

Proposals Due:

May 14, 2012, @ 3:00 P.M.

The above is hereby clarified because of discrepancies:

Offerors shall submit any questions specific to this solicitation in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted three (3) days of the Due Date and time of this RFP.

Questions from the vendor community for RFP EMS-12-002:

- Q: "Your specs ask for detailed pricing. The specs also note that the pricing is negotiable. Are you looking for details of the methodology of how we arrive at pricing, how we charge for services, etc. as opposed to a fixed number"?
- A: First of all as this is a request for proposals and not a bid, anything submitted by an offeror is subject to negotiation. The County needs to know what the cost of the contract is. The offeror must be able to communicate to the County what the cost of such services will be so the County can evaluate.
- Q: "You stated that your anticipated start date is July 1st. What steps has the County taken to set up the new billing operations? For example, has the County submitted an application for a Medicare Provider number? Has the County passed a EMS billing ordinance? We want to make sure we accurately depict the steps and time required to start your new billing operation."
- A: The County has passed an ordinance. The ordinance is now posted online with the solicitation. The rates approved by the County Board of Supervisors are listed in the RFP on page 3. The volunteer rescue squad has not performed any applications to Medicare/Medicaid at this time.

"Please list your local hospitals." Q: The volunteer rescue squad transports patients to any and all hospitals in the Greater Richmond A: Metropolitan Area. The more frequently visited hospitals destinations are, in no particular order, Saint Francis, Watkins Centre, Johnston Willis, Chippenham, West Creek. "Please confirm that the County is documenting EMS calls using the ImageTrend ePCR solution." Q: A: That is correct. "Of your estimated 2,020 transports can you estimate what percentage are BLS, ALS, ALS2?" Q We do not have specific figures, especially between the two categories of ALS transports. The A: volunteer rescue squad estimates that the largest percentage of calls are of the BLS variety. "What is the estimated mileage per transport." Q: Unknown as it will vary by pick-up location and destination hospital but perhaps a rough estimate of A: 15-20 miles, VCU/MCV being around 30 miles. "Do you perform treatment without transport? If so, how many and what do you charge?" Q: We have occasionally and would perform treatment without transport. The numbers are not known A: to the County and we do not currently charge for such. "Do you perform interfacility transports? If so, how many and what do you charge?" Q: We do not do interfacility transports. A: "Will you have any contractual adjustments beyond Medicare and Medicaid? If so, please clarify the Q: category and amount." Please refer to page 4 of the solicitation which is lifted straight from the approved ordinance. The A: ordinance is also posted online.

"Will you bill residents and nonresidents the same? If not, please describe your policy."

Q:

- A: Everyone is billed the same.
- Q: "Will you allow question five days from solicitation closing or three days as the solicitation states both"
- A: We will accept questions within three days. If an answer contains information deemed to be important to an offeror for their proposals the County can extend the deadline in such situations.
- Q: "What is your timeline moving forward?"
- A: The County does not control future events but it is the expressed desire to, upon RFP closing, distribute the responses to the evaluation committee and within the next week to two weeks narrow the offerors and negotiate. The County Administrator already has permission to sign and execute a contract. The County wishes to have a contract signed by June 1.
- Q: "How committed is the County to this?"
- A: Very. The county's budget already takes into consideration receiving monies via EMS billing.

Brian T. Craig Contract Officer

(804) 598-5610 ext.2106

Office of Procurement

FEI/FIN NO.

E-mail Address:

Fax Number: () ______



3834 Old Buckingham Road, Suite B Powhatan, Virginia 23139

www.powhatanva.gov

REQUEST FOR PROPOSALS

(Sealed RFP)
Billing for Emergency Transport Services

| Issue Date: April 27, 2012 | RFP# EMS-12-002 |
|---|--|
| Title: Billing for Emergency Transport Services and | Associated Services |
| NIGP Commodity Code(s): 94610, 99037 | |
| (| County of Powhatan Office of Procurement 3834 Old Buckingham Road Powhatan, VA 23139 |
| Period Of Contract: From: One (1) year through June 3 | 30, 2013 with up to four (4) renewals. |
| Sealed Proposals Will Be Received Until 3:00 PM, M | ay 14th, 2012, For Furnishing The Goods/Services Described Herein. |
| All Inquiries For Information Should Be Directed To: | Brian T. Craig Procurement Officer Phone: (804) 598-5610 Email: bcraig@powhatanva.gov |
| PROPOSALS ARE HAND DELIVERED, DELIVER | TO THE PROCUREMENT OFFICER SHOWN ABOVE. IF TO: County Administration Building - Brian Craig - Finance Office, 3834 opening of proposals will occur on May 14 th at the County Administration Please contact Brian Craig at the phone number or e-mail listed above if you |
| In Compliance With This Request for Proposals and t To Furnish The Goods/Services indicated In the Offer | o All the Conditions Imposed Therein, The Undersigned Offers And Agrees or's proposal. |
| Name And Address Of Firm: | Date: |
| Zip Code: | (Signature In Ink) |
| TELEBRAIO | (Please Print) |

* PRE-PROPOSAL CONFERENCE: There is an optional pre-proposal conference on May 7th @ 2:00 PM EDT. The pre-proposal conference will be held at the County Administration building located at 3834 Old Buckingham Road in the large conference room. Contact Brian Craig @ bcraig@powhatanva.gov for instructions.

Title:

Telephone Number: (

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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ATTACHMENTS:

A.) Vendor's Data Sheet

I. PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified vendors for the provision of **Billing for Emergency Medical Transport Services and Associated Services** in accordance with the terms and conditions of the Request for Proposal. The County is looking for a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County's behalf with the greatest attention paid to compliance and business ethics. Prospective offerors are advised that the County will look to and rely in part, upon the professional judgment, knowledge, experience and expertise of the Contractor with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services.

The County of Powhatan currently supports 5 volunteer fire stations and one volunteer rescue squad organization. The Powhatan County Fire & EMS Department estimates that the number of emergency transports will be approximately 2,020 or more, on an annual basis. The County does not have information on the percentage breakdown of the calls. The County currently does not bill for emergency services.

Current fees established by the Powhatan County Board of Supervisors are:

BLS Transport \$400.00

ALS Transport Level 1 \$500.00

ALS Transport Level 2 \$ 600.00

Ground Transport Mileage \$ 10.00 per mile

(BLS: Basic Life Support; ALS: Advanced Life Support)

Powhatan County EMS transport billing shall follow a "compassionate billing" approach. The program philosophy is that all persons will be treated with the highest level of care without respect to ability to pay.

Powhatan County's population is 28,046 based on the 2010 census. Approximately 12% of the population is 65 years of age or older. Median household income within Powhatan County in the 2010 census was \$73,593.

The following definitions shall apply to emergency medical transport charges:

Basic life support (BLS): Services shall be medical treatment or procedures provided to a patient as defined by the National Emergency Medical Services (EMS) Educational and Practice Blueprint for the Emergency Medical Technician (EMT)- Basic.

Advanced life support level 1 (ALS-1): Services shall be medical treatment or procedures provided to a patient beyond the scope of an EMT-Basic as defined by the National EMS Education and Practice Blueprint.

Advanced life support level (ALS-2) services means advanced life support (ALS) services provided to a patient including any of the following medical procedures:

- (1) Manual defibrillation/cardioversion;
- (2) Endotracheal intubation;
- (3) Central venous line;
- (4) Cardiac pacing;
- (5) Chest decompression;
- (6) Surgical airway; or
- (7) Intraosseus line and the administration of three or more medications.

Ground transport mileage (GTM): shall be assessed per statute mile from the location of the incident scene to a hospital or other facility where a patient is transported.

Billing Process

A bill shall be generated for emergency medical transports performed by all agencies licensed and chartered in Powhatan County by the Commonwealth of Virginia.

- (b) Payment of all charges for emergency medical transport services, including evaluation, and treatment during ambulance transport, shall be the responsibility of the patient or the parent, guardian, or other legally responsible party in the case of a minor or an individual deemed incompetent.
- (c) Patients will fall into one of the following categories for billing purposes:
 - (1) Insured county resident or non-resident. The appropriate insurance carrier will be billed.
 - (2) Uninsured non-residents. A bill will be sent to the patient transported. If the individual has the ability to pay, then payment is expected in full.
 - (3) Bill generated/No collection. There are instances when a bill is generated in which the county would be merely transferring funds from one department's budget to another to satisfy the bill. For example, when an on-duty county employee is transported for a compensable workers' compensation injury, the employee's department is responsible for payment of those expenses. Generally, when an immate of the regional jail is transported, the sheriff's department is responsible for the bill. The billing contractor will update its records to reflect such adjustment. For accounting purposes, inter-departmental transfers (IDT's) will not be required when an internal bill is generated. However, designated personnel will notify the county's billing agent that the bill generated is internal to the County in those circumstances to ensure proper record keeping. Note: If the workers' compensation claim is denied, the employee's health insurance will be billed. The Commonwealth of Virginia would be billed for transports of state inmates in the judicial system.
 - (4) Contractual write offs. The bills that Medicaid, Medicare, and insurance companies pay on behalf of an insured individual are sometimes adjusted to pay only a portion of the billed amount. This adjustment referred to here as a "contractual write off" is usually due to the laws governing the payment amount or through agreements between the insurance companies and billing entity. The contractual write offs are not considered unpaid balances, and will not be billed to patients.

II. REQUIREMENTS and SPECIFICATIONS

A. General Requirements

The Contractor shall be responsible for providing a fully comprehensive medical services billing and collection system, providing training, technical, and administrative support to the County of Powhatan Division of Fire & EMS. The County of Powhatan Division of Fire & EMS provides pre-hospital emergency medical services and transportation to citizens and visitors to Powhatan, Virginia. The proposed contract is intended to support the day-to-day operations, functions, and activities of the operational and management staff of the County of Powhatan Division of Fire & EMS in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party and/or insurance provider. The Contractor will be responsible for providing a comprehensive medical services billing and collection system offering new solutions that will meet all requirements of Medicare, Medicaid, Tricare, other governmental insurance programs, commercial insurance companies (collectively referred to as insurance providers), and other programs as deemed by the County of Powhatan Division of Fire & EMS. The responding proposal should list and detail services that will meet the functional requirements as set forth in this section.

It is the intention of the County of Powhatan Division of Fire & EMS that services and data input be the highest quality by industry standards for accuracy and completeness that can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and

responsive to the needs of the various patients, responsible parties, insurance providers and the County of Powhatan Division of Fire & EMS. The Contractor will perform all activities, services and deliverables under the general direction and guidance of the County of Powhatan Fire Chief or his/her designee. The County of Powhatan Fire & EMS Division expects the Contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary. The County of Powhatan Division of Fire & EMS requires that all services be performed in compliance with all applicable laws and regulations, including, but not limited to, the requirements of the Social Security Act, the Fair Debt Collection Act, and the Health Insurance Portability and Accountability Act ("HIPAA") (upon its effective date). The County of Powhatan Fire Chief, or his/her designee, will serve as the liaison between the Contractor and the County of Powhatan Fire & EMS Division, including its departments, agencies, committees, boards, councils, and individual employees.

B. Tasks to be Performed

Qualified offerors are encouraged to submit a proposal for Billing for Emergency Medical Transport Services and collections, as well as related administrative and reporting systems as specified in this **RFP**. Offerors should list and detail procedures, which will at a minimum, meet the following task to be performed:

- Coordinate invoicing and collections to insurance companies, including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies and other designated third parties and payers for fees.
- 2. Discuss the importance of complying with Medicare/Medicaid policies, procedures, and directives. Include a listing of past/present penalties/findings (if any) and their resolution. If the offeror has no penalties/findings please indicate.
- 3. Prepare and mail all invoices and overdue notices. All notices, invoices and letters must be in a form approved by the County and must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County requires a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the selected offeror in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.
- 4. Prepare and submit claims, bills, invoices, etc. based on the patient care reports or data submitted by Powhatan County Fire & EMS to the Commonwealth of Virginia's EMS Service Bridge. Knowledge, experience and judgment shall be applied to avoid or prevent the submission of claims, bills or invoices to any third party payer, based on the documentation submitted by Powhatan County, that the services rendered do not qualify for reimbursement by the appropriate payer. Any documentation, patient care reports, claims or other such documents believed to be incomplete or that does not qualify for reimbursement, will be returned to the County for further processing or development along with an explanation of the reasons that the transport cannot be submitted for reimbursement.
- 5. The County does not have the infrastructure to receive such payments and process them itself. Ideally the County would like the offeror to perform all necessary steps involved in the billing and receiving of any and all such funds for EMS transportation services rendered.
- 6. Assure that all the information needed for billing is obtained..
- 7. Describe the process used to obtain patient and missing patient information prior to issuing insurance claims or direct patient billing.
- 8. Provide written policies and procedures for billing for ambulance transport services.
- 9. Provided a detailed process used for returned mail. Include the steps and any services used to obtain new addresses.
- 10. Describe how the accounts are handled; if a contract should be terminated for any reason.
- 11. Provide a Statement on Auditing Standards No. 70 (SAS 70) SAS 70 report (http://www.sas70.com) completed by an independent auditing contractor within the past twenty-four months.
- 12. Submit a copy of their customer service rules, policies and guidelines, and training program requirements for staff

answering the telephone. These customer service policies may be subject to amendment by Powhatan County and the Contractor from time to time.

- 13. Provide a written a copy of policies regarding records storage and retention as well as a written detail where and how records will be stored.
- 14. List and detail any services which allow patients to view or update account information through a secure internet connection.
- 15. Submit sample reports for review. The reports should include at a minimum aging, bad debt, cash receipts, billing, returned mail, rejected claims, and refunds.
- 16. Discuss the approach to billing and collections management, including how it transitions staff when a staff member terminates employment. Also indicate how the County is notified of the transition and how the County would be assured of no interruption in cash flow during the process. Provide any policies and or procedures ensuring compliance.
- 17. Describe in detail the transition and start up plan. Also, include the time needed for any transition period. The County requires that any transports occurring July, 1 or later to be able to be invoiced.

C. Contractor Responsibilities

- 1. Upon receipt of a written notice from the County, the Contractor shall immediately suspend any invoicing and/or collection efforts on an account.
- The Contractor will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The offeror will respond to the requests by agreed upon time frames.
- 3. The Contractor will meet, monthly in the first six months after contract signing, and thereafter quarterly at the County's discretion at the Powhatan County Fire & EMS offices, to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance. Also, key issues that might arise in the future should be identified, along with strategies to address the issues. A quarterly written report will be provided to the Powhatan County Fire & EMS program manager on areas of deficiency and identify areas where Powhatan County Fire & EMS pre-hospital personnel can improve documentation.

D. Pricing

The subsequent contract ideally should be a based on a "percentage of collections"/fixed percentage fees. The fee(s) will remain constant and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. The offeror may request an increase at renewal in accordance with article "J" of the Special Terms & Conditions of this RFP.

E. Training

The Contractor shall provide training of Personnel and Staff, on all responsibilities and duties required by County or volunteer staff as well as on all aspects of the operations that involve activities between the two entities. Such training shall be on-site unless otherwise proposed in the offeror's proposal. The contractor shall provide periodic training as the volunteer staff can, and will, fluctuate as well as in the changes in Medicare, Medicaid, HIPPA, and other such Federal programs and mandates which affect the services.

F. Experience

Qualified offerors must have experience with ambulance operations, data processing systems management, integration and security experience in the ambulance industry, demonstrable record of high achievement in accounts receivable collections, and experienced staff in health care collections and in collections activities approximately the size of this project.

G. Reports

Statistical Reporting: The Contractor will generate and deliver all statistical raw data and reports in an electronic and or paper (upon request) media format which will be used by County of Powhatan Fire & EMS authorized personnel The Contractor will be responsible for the preparation and remittance of statistical information through an electronic format, which will be compatible to both the Contractor and County of Powhatan Fire & EMS computer systems and software. The statistical reports will include all raw data and the following:

- Incidents by type of call
- incidents by chief complaint
- incidents by response unit
- total incidents by city and state of residence
- · response by age group
- · response by day of week
- response by transport type
- response by level of care
- average en-route time by response unit
- average time on a scene by response unit
- mileage per response unit
- mutual aid responses by the County of Powhatan to other localities
- number of responses
- average en-route time
- average arrival time
- average on scene time
- average committed time
- average time at hospital
- by technician, procedures, IV attempts and failures
- by technician, drugs administered
- by technician, procedures performed, attempts and starts
- complete responsible party billing information

As set forth above, all patient data must be collected and transmitted only as allowed by applicable laws and regulations.

H. Period of Contract

The period of this contract shall be from date of award through June 30, 2013. The County reserves the right to renew this contract, at its sole discretion, for up to four (4) one year periods.

III. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS:

- 1. <u>RFP Response</u>: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and five (5) copies of each proposal must be submitted to the Contract Officer. No other distribution of the proposal shall be made by the Offeror. If any section of the Offeror's proposal is marked proprietary and/or trade secret(s) and justification of such is given in writing the offer shall also supply one (1) redacted copy of their proposal removing all such privileged information and identifying it as the redacted copy provided for this purpose.
- 2. RFP Questions: Address questions concerning this RFP to:

Brian T. Craig, Procurement Officer Office of Procurement 3834 Old Buckingham Road, Suite B Powhatan, VA 23139

Offerors shall submit any questions specific to this solicitation in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted three (3) days of the Due Date and time of this RFP.

- 3. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia. Any proprietary or trade secret(s) material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices as constituting proprietary or trade secret(s) material is not acceptable and will result in rejection and return of the proposal.
- 4. <u>Due Date</u>: Sealed copies of the proposal must be received by the Procurement Officer no later than 3:00 PM on May 14th, 2012. Proposals shall be addressed to:

Brian T. Craig, Procurement Officer Office of Procurement 3834 Old Buckingham Road, Suite B Powhatan, VA 23139 RFP: EMS-12-002

A. PROPOSAL REQUIREMENTS:

1. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information, and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The County may, at its discretion, reject proposals that lack or fail to meet mandatory requirements.
- b. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached as an appendix at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- c. Experience Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - Offeror's established experience record in providing comparable services to organizations similar to Powhatan County.
 - Number and types of customers the Offeror has served with comparable services.
 - Number of years Offeror has been providing these types of services.
 - A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment

comparable to the County'. For each reference, detail:

- Name of firm;
- Address of firm;
- Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
- Number of years Offeror has served the firm; and
- Brief summary of scope of services provided.
- Information detailing projects of similar scope Offeror is currently engaged in, including:
- Other available documentation to verify Offeror's experience.
- A statement detailing why the Offeror is the best candidate to provide The County with the services requested in this RFP.
- d. Capability and skill Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
 - Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc. Describe all successes, challenges and/or failures.
 - Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
 - Size and location of the office that will serve the County;
 - Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
 - Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.
 - Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
 - Contact for prompt contract administration upon award of the contract;
 - Contact during the period of evaluation;
 - Authorized agent to accept any notices provided for in this contract.
 - Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
 - A detailed history of all mergers or acquisitions.
 - A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - A detailed list of contractor licenses held, including license class and number.
 - Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.
 - If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.
- e. Services to be Provided Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
 - An introduction An overview of Offeror's understanding of the scope of work and services to be provided.
 - Best practice approaches to providing services to the County that enhance efficiency and effectiveness. Innovative solutions will be considered by the County.
 - Each of the Specific Requirements set forth under the Scope of Work specified in this RFP.
 - A detail of any assistance, equipment, duties, services, or other items the Offeror will require the County or the staff of the volunteer rescue squad to furnish under this contract.

- A statement explaining why the Offeror's proposed solution would be the most advantageous to the County.
- Describe the one attribute that places the Offeror ahead of the competition.

f. Cost/Fees

- Offeror's prices will be subject to negotiations.
- After negotiations and award of this contract, Contractor's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.
- g. Exceptions/Alternatives Detail any exceptions taken to the *Scope of Work* and/or *Terms and Conditions* of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.
- h. The date that the offeror could potentially begin services for the County and/or the amount of lead-in time needed and/or desired by the offeror. Please state what would be necessary for services to start for emergency transports that occur July 1, 2012 and after.
- 2. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
- 3. <u>Incurred Expenses</u>: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Powhatan as a result of cancellation of this RFP.
- 4. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
- 5. <u>Vender's Data Sheet</u>: Each offeror shall complete the attached "Vendor Data Sheet" listing three entities they have provided similar work for and the contact information so such persons may be reached.
- 6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Powhatan County reserves the right to award in part or in whole or to reject any or all proposals.

IV. EVALUATION AND AWARD CRITERIA

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Powhatan's Selection Committee using the following criteria:
 - 1. Qualifications of the offeror which will include the overall qualifications, experience, and expertise of the firm in managing and operating a billing system for emergency ambulance

service suppliers or providers similar in size and scope of the County of Powhatan, and contractor's compliance with all applicable state and federal laws and regulations.

- Implementation of the offeror in regards to when they can begin, their transition plan and schedule, the training to be given to appropriate staff, and the ability to have invoicing for all transports that occur on or after July 1, 2012.
- 3. Approach/methodology of offeror to provide the services, to include quality processes in place to ensure complete, comprehensive and accurate services and reports are provided to the County.
- 4. Costs/fees
- 5. References

B. AWARD

- 1. The Evaluation Committee will independently read and rate each proposal. The County will engage in individual negotiations with one or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses. Repetitive interviews and/or discussions may be held in any such manner as the County desires, at its sole discretion. Such offerors are encouraged to elaborate on their offering, as well as alternative concepts. The Evaluation Committee may make any such reasonable investigations and it deems proper and necessary to determine the availability of any offeror to perform the work.
- The County of Powhatan may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- 3. The County is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.
- Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 5. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

SPECIAL TERMS AND CONDITIONS V.

A. PRE-PROPOSAL CONFERENCE

There is an optional pre-proposal conference on May 7th @ 2:00 PM EDT. The pre-proposal conference will be held at the County Administration building located at 3834 Old Buckingham Road in the large conference room. Contact Brian Craig @ bcraig@powhatanva.gov for instructions.

B. SUBCONTRACTS

- The Contractor shall, as soon as practicable after the signing of the Contract, notify the County in writing of the names of all Subcontractors proposed for the principal parts of the Work. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable.
- 2) The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid form. The Contractor shall include the stipulated amount plus his Contractor markups in the bid. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- 3) The Contractor shall be fully responsible to the County for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the County or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- 4) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- 5) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- 6) No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

C. PROTECTION OF PERSONS AND PROPERTY

- 1) The Contractor expressly undertakes, both directly and through his Subcontractors, every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- 2) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by County, or any other persons shall be immediately abated.
- 3) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.
- 4) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the County. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.
- 5) In an emergency affecting the health, safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Sections 22 and 25 of these Terms and Conditions.
- 6) The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions.

D. SUPERINTENDENCE BY CONTRACTOR

- The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall
 not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone
 who will not work in harmony with those employed by the Contractor, the Subcontractors, or the County.
- 2) The County may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the County, at its sole discretion, deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable.
- 3) The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. The Contractor is solely responsible to the County that the finished Work complies with the Contract Documents.
- 4) The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the County, the County's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

E. HIPAA

Powhatan County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Powhatan Community Services Board, upon award of contract. The successful vendor shall be required to execute a Powhatan County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA — 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code — Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

F. EXPERIENCE

- Each offeror shall complete the attached "Vendor Data Sheet" listing three government entities they have provided a product for and the contact information so such persons may be reached.
- Offerors shall furnish satisfactory evidence with their proposal of their ability to perform the services requested by the County.
- G. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The County will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the Contract Officer, Brian Craig. Offerors must ensure that written inquiries reach the Contract Officer at least five (5) days prior to the time set for receipt of proposals. A copy of all queries and the respective response will be provided online. Your signature on your proposal certifies that you fully understand all facets of this solicitation.

H. PROTECTION OF INFORMATION:

- Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual
 or organization any information, reports, or other materials given to, prepared or assembled by the Contractor
 under the final contract.
- Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the

Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify the County of Powhatan and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Contractor shall, upon written demand by the County of Powhatan, assume and defend, at the Contractor's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

- 3. Any negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The County may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify the County for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.
- CONTRACT TERM: Term of the contract shall be contract signing through June 30th 2013.
- J. RENEWAL: This contract may be renewed by the County for up to four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. The County, in its discretion can increase the yearly fee up to an amount as stated in 1 and 2 below. Written notice of the County's intention to renew shall be given approximately thirty (30) days prior to the expiration date of each contract period.
 - 1. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - 2. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. AWARD

- a. The Evaluation Committee will independently read and rate each proposal. The County will engage in individual negotiations with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses. Repetitive interviews and/or discussions may be held in any such manner as the county desires at its sole discretion. Such offerors are encouraged to elaborate on their offering, as well as alternative concepts. The Evaluation Committee may make any such reasonable investigations and it deems proper and necessary to determine the availability of any offeror to perform the work.
- b. The County of Powhatan may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- c. The County is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.
- d. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County

Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

GENERAL TERMS AND CONDITIONS VI.

1. LAWS AND REGULATIONS

The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of Powhatan County and the Commonwealth of Virginia bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.

This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of

the said provisions.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.

All rules, regulations, and terms associated with building Permits issued by Powhatan County are hereby incorporated in

full into this contract.

CONTROLLING LAW; VENUE: This contract is made, entered into, and shall be performed in the County of Powhatan, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the IFB, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia.

2. CONTRACTUAL DISPUTES (§2.2-4363, Code of Virginia)

- Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the County shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.
- No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the County Administrator or her designee. The Contractor may not institute legal action prior to receipt of the County's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.
- The decision of the County Administrator or designee shall be final and conclusive unless the Contractor within six (6)

months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the County to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract. Pursuant to §2.2-4366, Alternative Dispute Resolution, of the Code of Virginia, the County may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the County, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to § 2.2-514, as applicable.

3. SUBCONTRACTS

- a) The offeror shall, notify the County in writing of the names of all Subcontractors proposed for the principal parts of the Work. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable.
- b) The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid form. The Contractor shall include the stipulated amount plus his Contractor markups in the bid. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- c) The Contractor shall be fully responsible to the County for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the County or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- d) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- e) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- f) No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

4. INSPECTION

- a) All material and workmanship shall be subject to inspection, examination and testing by the County, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The County shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damage to the same extent as provided in this IFB.
- b) Where Work is related to or dependent on the Defective Work or Materials, the Contractor shall immediately notify the County and stop such related or dependent Work until the Defective Work, Materials or deficiency is corrected or an alternative solution is presented that is satisfactory to the County. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved

- and the County has approved corrective measures.
- c) The Contractor shall notify the County, in writing, of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion.
- d) The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Completion.
- e) After completion of the inspection and delivery of the ambulance, the County shall notify the Contractor, in writing, of the date the County accepts the Work, or the specified portion thereof, as substantially complete or the County shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.
- f) The Contractor shall notify the County, in writing, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection, testing, and a date of delivery. The notice shall be given at least two (2) days in advance of said date and shall be forwarded through the Contract Officer. The County may inspect and perform any necessary testing at the time of delivery. When the Work is finally and totally complete to the satisfaction of the County, including the elimination of all defects, the Work shall be finally accepted by the County and payment shall be authorized and made upon receipt of a valid invoice.
- g) Approval of Work at or as a result of any inspection required herein shall not release the Contractor or his surety from responsibility for complying with the Contract.

5. AUDIT

a) The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Powhatan, whichever is sooner. The County, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

6. PROTECTION OF PERSONS AND PROPERTY

- a) The Contractor expressly undertakes, both directly and through his Subcontractors, every reasonable precaution at all times for the protection of all persons and property which may come on the Contractor's Site or be affected by the Contractor's Work.
- b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by County, or any other persons shall be immediately abated.

7. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a) Offerors must show that he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the County; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b) The Contractor shall take out, and shall maintain in force at all times during the performance of the Work, Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by §2.2-4332 and §65.2-100 et seq. of the Code of Virginia. In case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit on the form provided by the Owner, Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than

- \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The County of Powhatan, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.

8. NONDISCRIMINATION

- a) §2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:
 - "1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor."

a)

- b) Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.
- c) Powhatan County does not discriminate against faith-based organizations as that term is defined in Virginia code Section 2.2-4343.1.

9. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- a) §2.2-4312 of the Code of Virginia shall be applicable. It provides as follows: "During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract."
- b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
 - a. the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
 - b. the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

10. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.

- b) All workmanship shall be of the highest quality found in the industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the County or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the County, or other inspecting authority, as applicable.
- c) Under the various sections of the plans or specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFiPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA), the Virginia Uniform Statewide Building Code, and other codes and standards applicable to installations and associated work by his trade. All work shall be according to all applicable codes.

11. GUARANTEE OF WORK

- a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for two (2) years from the date of Final Completion of the entire Project by the County.
- b) If, within any guarantee or warranty period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the County, such notice being given not later than two weeks after the guarantee period expires, and without expense to the County:
- c) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;
- d) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the County, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and
- e) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.
- f) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the County may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his surety shall be liable for all expense incurred.
- g) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first three years of the life of such special warranty or guarantee.
- h) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.
- j) In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law.

However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying his Work. The first Contractor and the contractor making the modifications shall each be solely responsible for his respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by his modification. If the first contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into his Work, it shall be the burden of the contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if he asserts that defects in his work were caused by the contractor whose work he is modifying.

12. PAYMENTS BY CONTRACTOR (§2.2-4354, Code of Virginia)

The Contractor shall:

- a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,
 - i. Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - ii. Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment;
- b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (1) (b) of this Section.
- c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.
- d) The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the County. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

13. CHANGES IN THE WORK

- a) The County may at any time, by a Contract Modification without notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without notice to sureties. At the time of contract signature, the Contractor and the County shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract and Price therein and of any limits to each designee's authority. The Contractor agrees and understands that the authority of the County is limited by Virginia Code §2.2-4309.
- b) The Contractor shall review any County requested or directed change and shall respond in writing within five (5) calendar days after receipt of the proposed change, stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the County an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.
- c) Allowable costs for changes in the Work shall not include the following:
 - i. Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
- d) If the Contractor claims that any instructions given to him by the County, by drawings or otherwise, involve extra

Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the County written notice thereof. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than two (2) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than five (5) days after the start of such Work. If the Owner agrees, a Contract Modification shall be issued as provided in these General Conditions.

14. TERMINATION BY OWNER FOR CONVENIENCE

The County may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as the County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the County may require, to assign to the County the Contractor's interest in all Subcontracts and purchase orders designated by County. After all such steps have been taken to the County's satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

- 1. All reasonable expenses incurred by the Contractor. Contractor shall itemize and justify all claimed expenses.
- 2. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, the County shall have no further obligations to Contractor of any nature.

15. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- a) Prior to termination of the Contract, the County shall give the Contractor ten (10) calendar days written notice, during which the Contractor may rectify the basis for the notice. If rectified to the sole satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the County may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the County finds acceptable. If at any time after such postponement, the County determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor in writing of the termination.
- b) If it should be judicially determined that the County improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- c) Termination of the Contract under this Section is without prejudice to any other right or remedy of the County.

16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to §2.2-4311.2 (B) of the Code of Virginia, a offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror or offeror is not required to be so authorized.

17. QUALIFICATIONS OF OFFERORS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this

purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods of this IFB.

18. LATE PROPOSALS AND MODIFICATION OF BIDS

It is the sole responsibility of the offeror to see that his proposal is received by the specified time and date. Proposals received by the Procurement Officer after the due date and time will not be accepted and will be returned to the offeror, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal proposals will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.

19. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

20. IDENTIFICATION OF BID/PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

| From:_ | | | |
|--------|-----------------------|-----------------|-------|
| | Name of Offeror | Due Date | Time |
| _ | | EMS-12-0 | 04 |
| | Street or Box Number | RFP No. | |
| _ | | Medical Billing | |
| | City, State, Zip Code | RFP | Title |

Name of Contract/Purchase Officer: Brian T. Craig

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

21. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment. The successful offeror or his representative shall at the time of delivery and final acceptance present a completed original and one copy of the Manufacture Statement of Origin (MSO) or a similar document approved and acceptable by the County of Powhatan. The delivery and final acceptance of the vehicle shall not be considered finalized until the completed transferred documents are received by the County along with a clear title to the vehicle which shall become the sole property of Powhatan County.

22. DELIVERY AND STORAGE

It shall be the responsibility of the contractor to make all arrangements for delivery. During transportation and delivery of the ambulance, the ambulance is considered F.O.B. and the property of the contractor until such time as the County accepts the ambulance in writing.

23. EXTRA CHARGES NOT ALLOWED

The proposal price shall be for complete billing services on the County's behalf, and shall include all charges; extra charges will not be allowed.

24. CONTRACTOR'S PERFORMANCE

- a) The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
- b) The Contractor shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.
- c) The Contractor shall be an independent contractor and shall not be an employee of the county.

25. TAXES

- a) The Contractor shall pay all county, state, and federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.
- b) The County of Powhatan is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

26. COLLUSION

By submitting a proposal in response to this Invitation for Bids, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.8 of the Code of Virginia.

27. INDEMNIFICATION

The successful Offeror agrees to indemnify, defend and hold harmless the County of Powhatan including Powhatan Public County Schools, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the County's sole negligence.

28. SEVERABILITY

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

29. APPROPRIATION

The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for the Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notified Contractor in writing of such non-availability of funding, this Agreement may be terminated by County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.

30. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the County. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

31. EXPEDIENCY

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, the County is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

32. CO-OPERATIVE PROCUREMENT

- A. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Powhatan acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- B. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- D. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- E. Powhatan County shall under no circumstances be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

33. CONTACT WITH THE COUNTY

Direct contact with County staff, representatives, and/or agents other than the Procurement Officer staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Procurement Officer.

METHOD OF PAYMENT VII.

In the event of any invoices:

The Contractor will be paid 45 calendar days after receipt of a correct invoice.

All invoices must: reference the Contract Number (EMS-12-002), and shall be submitted to:

3834 Old Buckingham Rd. Suite B,

Attn. Lynn Beach

VIII. PRICING

The Offeror shall submit a <u>detailed</u> and complete pricing schedule for each proposal; pricing must include individual costs for all good and/or services to be rendered. Pricing shall be inclusive of all goods and services proposed.

June 6, 2012

PROPOSAL MODIFICATION SUMMARY

ISSUED BY:

County of Powhatan

Department of Purchasing

3834 Old Buckingham Road, Suite B

Powhatan, VA 23139

OFFEROR:

EMS Management & Consultants, Inc.

PROCUREMENT TITLE:

Billing for Emergency Transport Services

REFERENCE:

Request for Proposals No. EMS-12-002

AS A RESULT OF CONTRACT NEGOTIATIONS, THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND EMS MANAGEMENT & CONSULTANTS, INC'S PROPOSAL ARE HEREBY MODIFIED AND CLARIFIED:

The cost of the turn-key all inclusive solution for the billing of emergency transports shall be 4.75% percent of the net collections per month for the services proposed by EMS Management & Consultants, Inc. (EMS-MC) that shall fulfill the scope and goals of the request for proposals (RFP) EMS-12-002. The overall means and methods will be in accordance with the RFP and EMS Management & Consultants' May 12th proposal.

In communications with the County, EMS Management & Consultants, Inc.'s (EMS-MC) proposal has been clarified and modified in such ways as.

- EMS-MC shall train all required staff understanding the challenges of providing training to an all-volunteer staff and will set dates and class times accordingly. Training shall be provided in the County to staff, to the satisfaction of the County.
- EMS-MC is prepared to begin the deployment process and is prepared for the first onsite meeting next week (June 10-16) or the following week. EMS-MC shall have the initial meeting the week of June 10-16 if requested by the County.
- The fee for the all-inclusive turn-key solution for the billing of emergency transports shall be 4.75% percent of the net collections per month for the services that meet the stated needs of the County.
- EMS-MC shall start invoicing July 1, 2012.

As evidenced by signature below, EMS Management & Consultants. Inc. agrees to comply with the above changes and clarifications to the Request for Proposals.

Exhibit 5

Very truly yours,

Brian Craig Contract Officer

EMS management & Consultants, Inc.

Signature in Ink

6/6/12 Date

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING: The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 et seq. (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
- 2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and

"Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. <u>Bid/Proposal:</u> The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.
- b. <u>Bidder/Offeror/Vendor:</u> Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".
- c. Contract: Any contract to which the County will be a party.
- d. <u>Contractor:</u> Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. <u>County:</u> The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. <u>General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"):</u> These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to "his" shall include his, her, their, or its as appropriate.
- k. <u>Invitation to Bid (also referred to herein as an "IFB"):</u> A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications—and—contractual—terms—and—

- conditions applicable to the procurement.
- 1. <u>Purchasing Officer:</u> The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. <u>Solicitation</u>: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
- p. State: The Commonwealth of Virginia.
- 3. AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

- 4. COMPETITION INTENDED: It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
- 5. DISCRIMINATION PROHIBITED: Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
- 6. CLARIFICATION OF TERMS: Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

- 8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container:
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
- 10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
- 11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
 - a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- **13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.
- **15. RESPONSE TO SOLICITATIONS**: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION: More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING: Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- **18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY: No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

- **21. VIRGINIA FREEDOM OF INFORMATION ACT**: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole The Bidder shall abide by and comply with the true intent of the discretion. specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- **26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

- **27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
 - a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may

- debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- **30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have

- already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

- 37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- **38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- **39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

| Automobile | \$500,000 | Liability Medical Payment Comprehensive Collision |
|------------------------|-------------|---|
| Public Liability | \$1,000,000 | |
| Professional Liability | \$1,000,000 | |
| Excess Liability | \$2,000,000 | Aggregate Over Above Policy Limits |

(Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor

shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY: If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES: The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES: In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER: Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES: No finance charges shall be paid by the County.
- 46. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the

provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
- **48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
 - a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- 49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
- 50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute

a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

- **52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:
 - a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
 - b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.
- 54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.
- 55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- **56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.
- 57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- **58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

- 59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;

ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;

- iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
- iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
- 62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

- **63. COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, et seq.
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered

at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT: Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES: Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

- 74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

| AGENDA TITLE: | Appointment to the JAUNT Board | | | | | |
|-------------------------|---|--------------------------------------|--|----|-------|--|
| MOTION(s): | | oint/reappoint _ begin July 1, 20 | 15 and to termi | | | |
| CATEGORY | Public Action Presentation Consent Agenda Ot X | | | | | |
| STAFF CONTACT(S): | Kelly Harris | L | | | | |
| PRESENTER(S): | | | | | | |
| RECOMMENDATION: | Approval | | | | | |
| TIMING: | Normal | | | | | |
| DISCUSSION: | | | ı interest in this μ r wishing to be re | | | |
| FISCAL IMPACT: | None | | | | | |
| POLICY IMPACT: | None | | | | | |
| LEGISLATIVE HISTORY: | None | | | | | |
| ENCLOSURES: | Boards and Co | mmissions Appli | cations | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | |

| Interest in JAUNT Board | | Fork Union | |
|---------------------------------------|---------------------|------------------|---------------------------|
| Last Name Feisner | First Name David C. | DateR | <i>lecieved</i> 5/18/2009 |
| Mailing Address P.O. Box 66 | City Palmyra | State VA Postal | Code 22963- |
| Home Phone (434) 591-0126 Work Phon | ne | Cell Phone/Other | |
| Fax Email Address and | eis@firstva.com | | |
| Physical Address 282 Little Pond Lane | City Palmyra | State VA Postal | <i>Code</i> 22963 |

NJIT 1961 BSME, MGT; 50+ years in paper industry

Civic Activities and Committee Memberships:

Jaunt Friends; Former Rotary, Scout Leader Trainer; Jaunt Friends President; Leadership Course 2008

Interest in Committee:

Enjoy this type of work and wish to continue with Jaunt

Comments:

Thursday, May 07, 2015 Page 1 of 1

| AGENDA TITLE: | Appointment t Position. | o the Economic | Development Au | thority (EDA), A | t Large | |
|-------------------------|---|---|---|------------------|---------------------------|--|
| MOTION(s): | Development A | oint/reappoint Authority (EDA) terminate Ma |), At Large Position | | Economic to begin June | |
| CATEGORY | Public Action Presentation Consent Agenda Oth | | | | | |
| STAFF CONTACT(S): | Kelly Harris | | <u> </u> | | | |
| PRESENTER(S): | | | | | | |
| RECOMMENDATION: | Approval | | | | | |
| TIMING: | Normal | | | | | |
| DISCUSSION: | • • | n, current mem sin | n interest in this p ber who wishes to | | d. | |
| FISCAL IMPACT: | None | | | | | |
| POLICY IMPACT: | None | | | | | |
| LEGISLATIVE HISTORY: | None | | | | | |
| ENCLOSURES: | Boards and Co | mmissions Appl | ications | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | |

| Interest in Economic Development A | uthority (EDA) | Palmyra | |
|--|------------------------|-------------------------------|----------|
| Last Name Clossin | First Name Catherine (| Katy) DateRecieved | 5/6/2013 |
| Mailing Address 1680 Union Mills Road | City Troy | State VA Postal Code 229 | 974- |
| Home Phone (434) 293-7876 Work Pho | one | Cell Phone/Other (434) 906-78 | 15 |
| Fax Email Address ka | atyclossin@outlook.com | | |
| Physical Address 1680 Union Mills Road | City Troy S | State VA Postal Code 229 | 74 |

BS University of Virginia. University of Illinois - Masters Degree in Urban and Regional Planning. Twenty-five years in urban and regional planning in three major metropolitan areas and one rural county. AICP ana IEDC certification.

Civic Activities and Committee Memberships:

Focus on Fluvanna, Charter Member; 2013 Fluvanna County Relay for Life, Team Captain, Fluvanna County Habitat for Humanity, Rivanna Basin Foundation, Rivanna Conservation Society.

Interest in Committee:

Proposed new Zion Crossroads Sketch Committee, Economic Development Authority, Planning Commission

Comments: Interested in Zion Crossroads Steering Committee Filled vacant position on Palmyra District. Resigned Partnership for Aging 9/15/14.

Thursday, May 14, 2015 Page 1 of 4

| Interest in Economic Development | Authority (EDA) | Palmyra | |
|---------------------------------------|-----------------------|-------------------------|-----------|
| Last Name Hannah | First Name Everett M. | DateRecieved | 7/14/2010 |
| Mailing Address 5570 Union Mills Road | City Troy S | tate VA Postal Code 229 | 974- |
| Home Phone (434) 589-7967 Work P | Phone (| Cell Phone/Other | |
| Fax Email Address | ehannah@comcast.net | | |
| Physical Address | City St | ate Postal Code | |

University of Maryland - B.S. / Northwestern University - School of Mortage Banking; Certified Regulatory Compliance Manager over 45 years in all areas of banking - lending etc. also including all phases of lending and appraisal.

Civic Activities and Committee Memberships:

Former Lake Monticello Owners Association Board member, Audit Committee, Compliance Committee; Fork Union Lodge #117 AF & AM, Lake Christian Church - Elder

Interest in Committee:

To share/assist the county in the Economic Development bringing new business to the county will help all the citizens.

Comments: On BOE from 1/1/15 to 6/30/15.

Thursday, May 14, 2015 Page 2 of 4

| Interest in Economic Development Au | thority (EDA) | Cunningham | |
|---------------------------------------|-----------------------|--------------------------|-----------|
| Last Name Perry | First Name David A. | DateRecieved | 9/29/2011 |
| Mailing Address 316 Taylor Ridge Way | City Palmyra S | tate VA Postal Code 2296 | 33- |
| Home Phone (434) 589-1385 Work Phone | ne (| Cell Phone/Other | |
| Fax Email Address day | vidaperry49@yahoo.com | | |
| Physical Address 316 Taylor Ridge Way | City Palmyra Sta | rate VA Postal Code 2296 | 3 |

20 years CEO/President of technology based manufacturing business (resume enclosed)

Civic Activities and Committee Memberships:

Virginia Herpetological Society

Interest in Committee:

Economic Development Authority, Economic Development Commission, Fork Union sanitary District Advisory Committee, Parks & Recreation Advisory Board, Planning Commission, Southeast Rural Community Assistance Project, Inc., Thomas Jefferson Partnership for Economic Development

Comments:

Thursday, May 14, 2015 Page 3 of 4

| Interest in Economic Development Au | thority (EDA) | Palmyra | |
|--------------------------------------|--------------------------|---------------------------------------|-----------|
| Last Name Swiggett | First Name Dr. Gerald E. | DateRecieved [| 1/30/2014 |
| Mailing Address 787 Taylor Ridge Way | City Palmyra St | rate VA Postal Code 229 | 963- |
| Home Phone (434) 589-8537 Work Pho | ne 7032440125 C | <i>Cell Phone/Other</i> (703) 244-012 | 25 |
| Fax Email Address 9is | sent@ix.netcom.com | | |
| Physical Address | City Sta | te Postal Code | |

BS in Chemical Engineering at Trinity University; PhD in Chemical Engineering at Oregon State University. 45 years of technical and executive positions in the energy, manned spaceflight, environmental industries and the Federal Government with Dupont, Olin, Atlantic Richfield, Lockheed, SAIC and the Dapartment of Energy and NASA. 15 years experience in owning/operating my energy/management consulting business (GIS Enterprises, Inc.) in Washington, DC. Many years of assisting individuals with career planning and employment searches has provided me with a good understanding of the skills necessary for solid, worthwhile careers.

Civic Activities and Committee Memberships:

Member and President, Spring Creek Golf Club Seniors Golf Association. Member, Spring Creek Golf Club Board of Advisors. Rivanna Rifle and Pistol Club.

Interest in Committee:

I have a strong desire to help the citizens of Fluvanna County better their lives through meaningful and affordable education. I want to share my many years of business and political experience with PVCC students, staff and administrators. I have the time and monetary resources to permit me to serve.

Comments:

Thursday, May 14, 2015 Page 4 of 4

| AGENDA TITLE: | | | Appointment to the Piedmont Workforce Investment Board, Business Member Position | | | | | |
|----------------------|--|--|---|---|-------|--|--|--|
| MOTION(s): | Workforce Inv | | Business Memb | to the Piec per Position, with 018. | | | | |
| AGENDA CATEGORY: | Public Hearing Action Matter Presentation Consent Agenda Other | | | | | | | |
| | | | | XX | | | | |
| STAFF CONTACT(S): | Kelly Belanger F | Harris, Clerk to the | e Board | | | | | |
| PRESENTER(S): | Steven M. Nicho | ls, County Admin | istrator | | | | | |
| RECOMMENDATION: | Approve | | | | | | | |
| TIMING: | Normal | | | | | | | |
| DISCUSSION: | | have shown an berner (<i>current</i> | | position: | | | | |
| FISCAL IMPACT: | None | None | | | | | | |
| POLICY IMPACT: | None | None | | | | | | |
| LEGISLATIVE HISTORY: | None | | | | | | | |
| ENCLOSURES: | Boards and Com | missions Applicat | ions | | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | | | |

| Last Name Schaff | |] | First | Name Victor L. | | | DateRecieved | 5/1/201 |
|---|----------------------------------|--------------|--------|-------------------|----------|--------|------------------|---------|
| Mailing Address 216 | Cypress Circle | | City | Barboursville | State | VΑ | Postal Code | 22923- |
| Home Phone | | Work Phone | 434 | 49858014 | Cell 1 | Phone/ | Other (434) 242- | -2228 |
| Fax | Email A | ddress scha | ffent@ | ②aol.com | | | | |
| Physical Address | | | City | | State | | Postal Code | |
| - | | John's Pizza | | | | | | |
| Education and Expension Owner - Schaff Enterprise Civic Activities and Vice Chair for Green Coun | s Inc., dba: PaPa Committee M | lemberships: | | reene Chamer of (| Commerce | | | |

Thursday, May 07, 2015 Page 2 of 3

Comments:

| Interest in Piedmont Workforce Inves | tment Board | |
|--------------------------------------|-------------------------|-------------------------------|
| Last Name Taberner | First Name Chadwick R. | DateRecieved 6/19/2014 |
| Mailing Address 101 Pleasantview Ct. | City Gordonsville Sta | te VA Postal Code 22942- |
| Home Phone (434) 326-5442 Work Pho | ne 4345912093 Ce | ll Phone/Other (434) 326-6038 |
| Fax Email Address C | hadTaberner@comcast.net | |
| Physical Address 61 Edgecomb Road | City Troy Stat | e VA Postal Code 22974 |

General Manager - Kloeckner Metals Corporation (2009 - Present)
Sales Manager - Novamerican Steel (2005-2009)
Senior Account Executive - Flagship Technologies Inc. (1999 - 2005)
General Manager Trainee - Alro Metals (1996 - 1999)
Stetson University - DeLand, FL (1992 - 1996)
Bachelor of Business Administration - International Business Management

Civic Activities and Committee Memberships:

Special Olympics of Georgia - Volunteer Alpha Tau Omega - Social Fraternity - VP Alumni Relations Alpha Kappa Psi - Business Fraternity - Member

Interest in Committee:

I want to ensure that Fluvanna County develops the appropriate training program for students to ensure current and future employers have a diverse and educated labor pool. A strong labor pool is essential to the survival of existing Fluvanna businesses, and a strong recruiting tool for businesses looking to relocate to the Fluvanna business district.

Comments: Filled Chris Fairchild's unexpired positon -2014.

Thursday, May 07, 2015 Page 3 of 3

| AGENDA TITLE: | Appointment to Reprentative P | | Recreation Advis | ory Board, Stud | ent | | | |
|-------------------------|------------------------------------|----------------------|--|-----------------|-------|--|--|--|
| MOTION(s): | <u>-</u> | d, Student Rep | to the rentative Position e June 30, 2016. | | | | | |
| CATEGORY | Public Hearing | Presentation Other | | | | | | |
| STAFF CONTACT(S): | Kelly Harris | | <u> </u> | | | | | |
| PRESENTER(S): | | | | | | | | |
| RECOMMENDATION: | Approval | | | | | | | |
| TIMING: | Normal | | | | | | | |
| DISCUSSION: | Applicants who Abigail Lintecui | | n interest in this p | osition are: | | | | |
| FISCAL IMPACT: | None | | | | | | | |
| POLICY IMPACT: | None | | | | | | | |
| LEGISLATIVE HISTORY: | None | | | | | | | |
| ENCLOSURES: | Boards and Cor | mmissions App | lications | | | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | | | |

| Interest in Parks and Recreation Advisory Board | | | Palmyra | | |
|---|--------------------------------|-----------------------------|-------------------------|-----------|--|
| Last Name | Lintecum | First Name Abigail | DateRecieved | 5/13/2015 | |
| Mailing Add | dress 2745 Thomas Jefferson Pa | rkway City Palmyra | State VA Postal Code 22 | 963- | |
| Home Phon | e (434) 589-7215 Work | Phone | Cell Phone/Other | | |
| Fax | Email Addres | s alintecum@brvgs.k12.va.us | | | |
| Physical Add | dress | City | State Postal Code | | |

I am a junior at Fluvanna county High School. I work on my family's farm, Fruit Hil Orchard, planting, caring for and harvesting our produce.

Civic Activities and Committee Memberships:

I am a member of the Beta Club at FCHS. I also have been a member of the FCHS varsity cross-country team for 2 yars, indoor track team for one year, outdoor track team fo 2 years, and the Scholastic Bowl team for one year. I volunteer at my church weekly as an audio/visual technician. I also volunteer with Appalachian Service Project every summer, where I have the opportunity to work with families in the Appalachan region of the US and to help them repair and rebuild their homes.

Interest in Committee:

I am an avid trail runner and hiker at Pleasant Grove, so I am interested in getting involved in the management and welfare of Pleasant Grove and other local parks. I enjoy being in nature and look forward to working with the Board to help bring about the full potential of the department.

Comments:

Wednesday, May 13, 2015 Page 4 of 7

| AGENDA TITLE: | Cash Flow and Investment Brief | | | | |
|----------------------|--------------------------------|---------------|------------------------|----------------|-------|
| MOTION(s): | N/A | | | | |
| CATEGORY | Public Hearing | Action Matter | Presentation XX | Consent Agenda | Other |
| STAFF CONTACT(S): | Linda Lenherr, Treasurer | | | | |
| PRESENTER(S): | Linda Lenherr, Treasurer | | | | |
| RECOMMENDATION: | Information | | | | |
| TIMING: | Routine | | | | |
| DISCUSSION: | None | | | | |
| FISCAL IMPACT: | N/A | | | | |
| POLICY IMPACT: | N/A | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | |
| ENCLOSURES: | None | | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other |

| AGENDA TITLE: | Town of Columbia Task Force Update | | | | | |
|----------------------|------------------------------------|-------------------|-----------------|----------------|-------|--|
| MOTION(s): | N/A | | | | | |
| CATEGORY | Public Hearing | Action Matter | Presentation XX | Consent Agenda | Other | |
| STAFF CONTACT(S): | Steve Nichols, | County Administ | rator | | | |
| PRESENTER(S): | Pat Groot, Task | r Force Chair, an | d TJPDC Grants | Administrator | | |
| RECOMMENDATION: | Information | | | | | |
| TIMING: | Routine | | | | | |
| DISCUSSION: | None | | | | | |
| FISCAL IMPACT: | N/A | | | | | |
| POLICY IMPACT: | N/A | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | |
| ENCLOSURES: | None | | | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | |

| AGENDA TITLE: | Barking Dogs (| Barking Dogs Ordinance | | | | | |
|----------------------|------------------|---|----------------|----------------|-------|--|--|
| MOTION(s): | | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation X | Consent Agenda | Other | | |
| STAFF CONTACT(S): | Jay Lindsey, Lon | g Range Planner | | | | | |
| PRESENTER(S): | Jay Lindsey, Lon | g Range Planner | | | | | |
| RECOMMENDATION: | | | | | | | |
| TIMING: | | | | | | | |
| DISCUSSION: | Updating the sta | Updating the status of the Barking Dogs Ordinance | | | | | |
| FISCAL IMPACT: | | | | | | | |
| POLICY IMPACT: | | | | | | | |
| LEGISLATIVE HISTORY: | | | | | | | |
| ENCLOSURES: | | | | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | | |

| AGENDA TITLE: | Public Boat Ra | Public Boat Ramps | | | | | |
|----------------------|----------------|---|----------------|----------------|-------|--|--|
| MOTION(s): | | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation X | Consent Agenda | Other | | |
| STAFF CONTACT(S): | Jason Smith, D | irector of Parks | and Rec | | | | |
| PRESENTER(S): | Jason Smith, [| Director of Parks | and Rec | | | | |
| RECOMMENDATION: | N/A | | | | | | |
| TIMING: | N/A | | | | | | |
| DISCUSSION: | Discussion for | Discussion for possible placement of Public Boat Ramps in the County. | | | | | |
| FISCAL IMPACT: | | | | | | | |
| POLICY IMPACT: | | | | | | | |
| LEGISLATIVE HISTORY: | | | | | | | |
| ENCLOSURES: | | | | | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | | |

| AGENDA TITLE: | Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes. | | | | | | |
|----------------------|---|--|--------------|--|-------|--|--|
| MOTION(s): | | I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, May 6, 2015 Adjourned Meeting and Regular Meeting, be adopted. | | | | | |
| CATEGORY | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | |
| STAFF CONTACT(S): | Kelly Belanger | Harris, Clerk to t | he Board | <u> </u> | | | |
| PRESENTER(S): | Steven M. Nich | iols, County Adn | ninistrator | | | | |
| RECOMMENDATION: | Approve | | | | | | |
| TIMING: | Routine | | | | | | |
| DISCUSSION: | None | None | | | | | |
| FISCAL IMPACT: | N/A | | | | | | |
| POLICY IMPACT: | N/A | | | | | | |
| LEGISLATIVE HISTORY: | None | None | | | | | |
| ENCLOSURES: | Draft minutes f | Draft minutes for May 6, 2015 | | | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | | |

FLUVANNA COUNTY BOARD OF SUPERVISORS REGULAR MEETING MINUTES

Circuit Court Room May 6, 2015 Regular Meeting 4:00pm

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chairperson

Tony O'Brien, Rivanna District Mike Sheridan, Columbia District

MEMBERS ABSENT: Bob Ullenbruch, Palmyra District, Vice-Chairperson

Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator

Fred Payne, County Attorney

Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 4:01 pm, Chairperson Booker called the Regular Meeting of May 6, 2015 to order. There being an absence of quorum, Chair Booker recessed until 6:00 pm on May 6, 2015.

CALL BACK TO ORDER

At 6:04 pm, Chairperson Booker called the Regular Meeting of May 6, 2015 back to order.

ADOPTION OF AGENDA

MOTION

Mr. O'Brien moved to accept the Agenda for the May 6, 2015, Regular Meeting of the Board of Supervisors, noting the deferral of Tab E: Reappointment to the Piedmont Workforce Investment Board—Kelly Belanger Harris, Clerk to the Board. Mr. Sheridan seconded and the Agenda was adopted by a vote of 3-0. AYES: Booker, O'Brien, Sheridan, NAYS: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- > AARP Tax Helpers efforts at the Library
 - Prepared 642 current year returns (635 e-files and 7 paper), 6 prior year returns, 12 amended returns, and 8 state-only returns
 - 10% increase over last year
- New PG Museum Display
 - Brian Coffield, P&R staff, worked with the Historical Society and a local citizen
 - An actual piece of the Virginia Airline Railway
- Earth Day Event at Pleasant Grove Park, Wed, Apr 22
 - Collaboration with Rivanna Master Naturalists, DGIF, Thomas Jefferson Soil and Water Conservation District, Chesapeake Wildlife Heritage, Fluvanna Master Gardeners, the Virginia Native Plant Society, the Virginia Bluebird Society, Fluvanna County Schools, and our Public Works Department
 - Hosted 250 1st graders for nature educational hikes and other adventures.
 - Youth planted trees and wildflowers along hedgerows as well as helping plant wildflowers in the parks new Pollinator garden.
 - Everyone's looking forward to next year's event!
- Earth Day Event, Sat, Apr 25
 - Hosted 10 vendors; approximately 200 attended educational attractions
 - Four 90' trailers full of tires were collected
 - 27,194 pounds of hazardous waste collected; in 2014 26,000 lbs collected
 - Fluvanna Master Gardeners demonstrated planting in the community garden
 - Carol Heiser from the Department of Game and Inland Fisheries (DGIF) gave a speech on backyard wildlife and pollinator gardening
 - Gave planting demonstration in the new pollinator garden
 - Assistance from Community Volunteers, Public Works staff, and Parks & Rec
- New Fluvanna County Community Comments webpage My Two Cents!
 - Designed and implemented by Jonathan McMahon and Kelly Belanger Harris
- New Fluvanna Business
 - Budget Electrical and Mechanical (B.E.M.)
 - Opened for business on April 27, 2015
 - Plans of expansion already being discussed
 - Mr. Scott Bazzare, President
 - Over 30 years of experience in Commercial Electrical and Mechanical work
 - B.E.M. is located in downtown Palmyra next to the BP Gas Station
- Kidd's Store (at Rt 6 and Rolling Road)
 - Now offering delivery service! (Small service charge)
 - Friday and Saturday, 5:00 10:00 pm
- SUP for Music Concert (Kents Store)

- Propose to fast track process to meet applicant's timelines
- Planning Commission Public Hearing May 27th
- BOS Public Hearing June 3rd
- Potential Fire Hydrants along James River Water Pipeline
 - 13-14 sites identified
 - Need to verify locations with Fluvanna Fire Officials
 - Need to verify costs
- Wednesday, May 20
 - 4:00 pm Work Session
 - 7:00 pm Regular Meeting

BOARD OF SUPERVISORS' UPDATES

Sheridan—Columbia Task Force meeting scheduled for May 8, 2015.

Weaver—Absent.

Ullenbruch— Absent.

O'Brien—Thomas Jefferson Planning District Commission; Piedmont Workforce Council—Juncheon;

Booker — Mayors and Chairs Meeting.

PUBLIC COMMENTS #1

Chairperson Booker opened the first round of Public Comments.

Audrey Vetter, Lake Monticello/Cherokee Section, addressed the Board regarding traffic concerns on Lake Monticello Road near the entrances to the Cherokee Section of Lake Monticello.

With no one else wishing to speak, Chairperson Booker closed the first round of Public Comments.

PUBLIC HEARINGS

None.

ACTION MATTERS

Supplemental Funding Request for the James River Water Authority (JRWA) – Steve Nichols, County Administrator, presented a request from the James River Water Authority (JRWA) for supplemental funding request to pay for costs associated with the Interim Agreement, ahead of debt financing.

MOTION

Mr. O'Brien moved the Board of Supervisors approve a supplemental appropriation for the James River Water Authority (JRWA) in the amount of \$362,500.00 for costs associated with PPEA Interim Agreement for administrative, engineering, and water withdrawal system design efforts, with funding to come from Uncommitted Fund Balance, and such funds to be repaid to Fluvanna County from JRWA bond issuance proceeds. Mr. Sheridan seconded and the motion carried 3-0. AYE: Booker, O'Brien, Sheridan. NAY: None.

Dominion Environmental Stewardship Grant Award—Steve Nichols, County Administrator, briefed the Board on an award from the Dominion Environmental Stewardship Grant to continue work on the Pleasant Grove Pollinator Garden.

MOTION

Mr. Sheridan moved to accept the \$5,000.00 Dominion Environmental Stewardship Grant Award to be used for a pollinator garden fence, kiosks, interpretive signage and additional tree tubes to be positioned at Pleasant Grove Park. Mr. O'Brien seconded and the motion carried 3-0. AYE: Booker, O'Brien, Sheridan. NAY: None.

PRESENTATIONS

VDOT Quarterly Report and Six Year Plan Presentation—Greg Banks, VDOT Secondary Planning Coordinator, Charlottesville Residency, briefed the Board on the Secondary Six Year Plan, in preparation for the Public Hearing on May 20, 2015. Jamie Glass, Program Coordinator, Charlottesville Residency, also spoke to the concerns voiced by that Ms. Vetter. Mr. Glass reiterated that previous VDOT studies have concluded that speed limit and signage is appropriate for the road and noted that the issue is an enforcement issue, rather than a VDOT issue.

2014 Development Activity Report—Jay Lindsey, Long Range Planner, presented the Development Activity Report (DAR), presented annually, as required by State Code, to the Planning Commission and the Board of Supervisors. The DAR summarizes development activities in Fluvanna for the preceding year. It is intended to make clear the impacts of growth on the county.

CSA Overview and Budget Summary—Dr. Jacqueline A. Meyers, CSA Program Manager, gave an overview of the CSA process, a breakdown of the budget and funding (including changes to County and State mandates, and State reimbursements), and current trends statewide and in the County.

Strategic Initiatives Update—Dr. Jacqueline A. Meyers, CSA Program Manager, brought before the Board status updates to Strategic Initiatives. Discussion included: Business Appreciation; Economic Development; performance measures for core services; debt management/reduction; and, County revenue sources. The Board directed staff to continue working on developing options and revenue projections for Board consideration, including a change to Vehicle License Fees, potential implementation of a Business License Fee, and revision of Business Equipment Taxes.

MOTION TO EXTEND

At 7:53 pm, Mr. Sheridan moved that the meeting be extended until 10pm. Mr. O'Brien seconded and the motion passed 3-0. AYE: Booker, O'Brien, Sheridan. NAY: None.

Public Works Projects Update—Wayne Stephens, Public Works Director and County Engineer, apprised the Board of ongoing and completed FY15-funded projects. Among those that are completed or nearing completion are new lights on Commons Blvd.; Carysbrook Field Lighting, and the Zion Crossroads CPA Water and Sewer. Current projects in process include: Fork Union Streetscape, Administration Building improvements and repairs, and Space Renovation and Utilization. Noting that there are several projects on hold, Mr. Stephens advised the Board that the well at Pleasant Grove House is contaminated and will need to replaced

FY15 3rd Quarter Budget Report—Mary Anna Twisdale, Management Analyst, offered a brief update of FY15 3rd Quarter budget, noting that departments should have used around 75% of their budget.

CONSENT AGENDA

The following item was pulled from consideration and deferred to a later date:

Reappointment to the Piedmont Workforce Investment Board—Kelly Belanger Harris, Clerk to the Board

The following were approved under the Consent Agenda:

- Minutes of the April 8, 2015 Work Session Meeting—Kelly Belanger Harris, Clerk to the Board
- Minutes of the April 15, 2015 Work Session Meeting—Kelly Belanger Harris, Clerk to the Board
- Reappointment to the Piedmont Workforce Investment Board—Kelly Belanger Harris, Clerk to the Board
- FY15 BOS Contingency Budget Transfer—Eric Dahl, Finance Director
- Municipal Clerks Week Proclamation—Kelly Belanger Harris, Clerk to the Board
- Piedmont Workforce Network Chief Local Elected Officials Agreement (CLEO) Bobby Popowicz, Community Development Director

MOTION

Mr. Sheridan moved to the items on the Consent Agenda for May 6, 2015. Mr. O'Brien seconded and the motion passed 3-0. AYES: Booker, O'Brien, Sheridan. NAYS: None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

Chairperson Booker opened the floor for the second round of public comments.

With no one wishing to speak, Chairperson Booker closed the second round of public comments.

MOTION TO ENTER INTO A CLOSED MEETING

8:29 pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.3, A.5, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing, Real Estate, Prospective Business, and Legal Matters. Mr. Sheridan seconded and the motion carried, with a vote of 3-0. AYES: Booker, O'Brien, and Sheridan. NAYS: None. ABSENT: Ullenbruch, Weaver.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Sheridan seconded. The motion carried, with a roll call vote of 3-0. AYES: Booker, O'Brien, and Sheridan. NAYS: None. ABSENT: Ullenbruch, Weaver.

<u>ADJOURN</u>

MOTION:

At 9:15 pm Mr. Sheridan moved to adjourn the meeting of Wednesday, May 6, 2015. Mr. O'Brien seconded and the motion carried with a vote of 3-0. AYES: Booker, O'Brien, Sheridan, and Weaver. NAYS: None.

| ATTEST: | FLUVANNA COUNTY BOARD OF SUPERVISOR |
|-----------------------|-------------------------------------|
| | |
| Kelly Belanger Harris | Mozell H. Booker |
| , 5 | |
| Clerk to the Board | Chairperson |

| AGENDA TITLE: | Adoption of Road Name | | | | | | |
|----------------------|---|---|------------------|--------------------|-----------|--|--|
| MOTION(s): | I move to adopt the road name of Erreston Farm Lane. | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda | Other | | |
| STAFF CONTACT(S): | Amy Helfrich, B | uilding Permits Cl | erk | | | | |
| PRESENTER(S): | Steven M. Nich | Steven M. Nichols, County Administrator | | | | | |
| RECOMMENDATION: | Approval | Approval | | | | | |
| TIMING: | Routine | | | | | | |
| DISCUSSION: | Because this driveway now serves three homes, it must be assigned a road name. All parties involved were contacted. "Erreston Farm Lane" was requested by landowners and met County requirements. Therefore, staff recommends acceptance of Erreston Farm Lane into the County's Road System. | | | | | | |
| FISCAL IMPACT: | None | | | | | | |
| POLICY IMPACT: | The Board previ | | ordinance allowi | ng for the adoptio | n of road | | |
| LEGISLATIVE HISTORY: | None. | | | | | | |
| ENCLOSURES: | Resolution to A Map of Named F Private Road Na Owners GIS Info | me Requests | e: Erreston Farm | Lane | | | |
| REVIEWS COMPLETED: | Legal | Finance | Purchasing | HR | Other | | |

PRIVATE ROAD NAME REQUEST

| NAME: E. Randall Rolston/EF Holdings |
|--|
| ADDRESS: Palmyra, VA 22963 address I the s |
| PHONE: 434-817-1040(work); 434-882-2353(00) |
| DATE: April 13 2015 |
| ROAD NAME CHOICES: |
| 1. Erreston Farm Lane (13,5 spaces) 2. Erreston Lane (9,050,005) |
| 2. Erreston Lane (9.050005) |
| 3 |
| Signature: E. Parshell Publish |

County of Fluvanna, Virginia Tax Assessment Information



May 14, 2015

From the Office of:

Fluvanna County Commissioner of Revenue Andrew M. "Mel" Sheridan P.O. Box 124 Palmyra, Virginia 22963

Summary

 Parcel Number:
 28 A 12
 Database Link:
 28 A 12

 Zoning:
 A-1
 District:
 04

Owner Information

Owners Name: EF HOLDINGS LLC

Property Address: 943 GLENWOOD STATION LANE STE 101 CHARLOTTESVILLE, VA 2290:

Land and Value Information

Land Value: 100900 Total Value: 448500

Improved Value: 347600

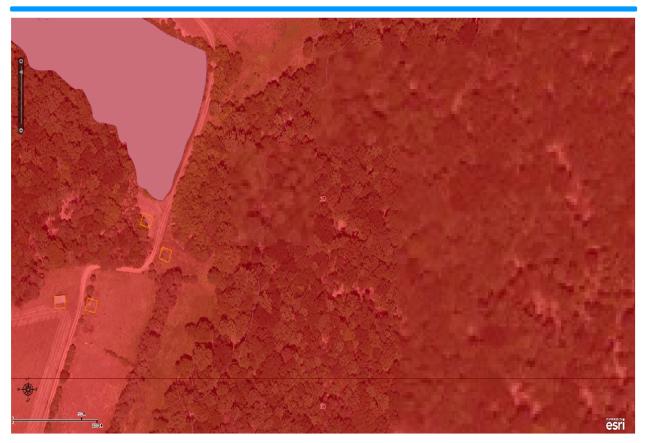
Description

Acres: Land Use: 6
Deed Book: 870 Deed Book Page: 827

Description 1: DB 870-827 Description 2: AC 162.5 ALSO 28-A-13

Description 3: VOF CONS EASE DB 407-43Description 4: MARANATHA FARM

Map Image



County of Fluvanna, Virginia - Disclaimer: Information Deemed Reliable but not Guaranteed



RESOLUTION TO ADOPT A ROAD NAME: Erreston Farm Lane

WHEREAS, the establishment of an Enhanced 9-1-1 emergency telephone system in Fluvanna County has become effective; and

WHEREAS, such system requires the assignment of names to all streets and roads in the County, the assignment of building numbers to all buildings having telephones and /or occupancies, and the erection of appropriate street signs at intersections; and

WHEREAS, County staff has recommended this road name for consideration; and

WHEREAS, the Board of Supervisors is empowered to name streets, roads and alleys within the County in accordance with Section 18-2 of the Fluvanna County code that the road located off of Haislip Lane be named Erreston Farm Lane.

Adopted this 20th day of May, 2015.

Kelly Belanger Harris Clerk to the Board of Supervisors

| AGENDA TITLE: | Resolution Rec | Resolution Recognizing Derek Maxwell Windingland | | | | | | |
|----------------------|----------------|--|-------------------|-------------------|--------------|--|--|--|
| MOTION(s): | | I move the Fluvanna County Board of Supervisors adopt the resolution entitled "Recognizing Derek Maxwell Windingland for Award of Eagle Scout Status". | | | | | | |
| AGENDA CATEGORY: | Public Hearing | Action Matter | Presentation | Consent Agenda XX | Other | | | |
| STAFF CONTACT(S): | Kelly Belanger | Harris, Clerk to | the Board of Su | pervisors | | | | |
| PRESENTER(S): | Steve Nichols, | County Adminis | trator | | | | | |
| RECOMMENDATION: | Approve | Approve | | | | | | |
| TIMING: | Routine | | | | | | | |
| DISCUSSION: | | Derek has completed all the requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award. | | | | | | |
| FISCAL IMPACT: | N/A | | | | | | | |
| POLICY IMPACT: | N/A | | | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | | | |
| ENCLOSURES: | N/A | | | | | | | |
| REVIEWS COMPLETED: | Legal N/A | Finance N/A | Purchasing N/A | HR N/A | Other N/A | | | |



BOARD OF SUPERVISORS

County of Fluvanna Palmyra, Virginia

RESOLUTION

Recognizing Derek Maxwell Windingland Award of Eagle Scout Status

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, Derek Maxwell Wingdingland has completed all the requirements for becoming an Eagle Scout; and

WHEREAS, Derek has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

WHEREAS, Boy Scout Troop 154 will be convening an Eagle Scout Court of Honor on May 30, 2015 at 2:00 p.m. at Lake Christian Church, 733 South Boston Road, Palmyra, Virginia; and

WHEREAS, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

NOW, THEREFORE BE IT RESOLVED that the Fluvanna County Board of Supervisors joins Derek's family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

Adopted this 20th, day of May 2015 by the Fluvanna County Board of Supervisors

Mozell H. Booker, Chairperson



Capital Reserve Maintenance Fund Request

| 1711 | | | | | | |
|--|---|--|--|---|---|---|
| Provide \$24,500.00 Drilling, testing and co Water Supply Standard | that the Board of Super of from the Capital Reservantstructing a new Well at the l ds, in order to provide safe dri rtion of Pleasant Grove Park. | ve Maintenance Fund to pay Pleasant Grove House which | the costs of: meets the Vi | rginia Departmen | it of He | ealth (VDH) Public |
| | | Section 1 - REQUES | Т | | | |
| Requesting Dept. / A Public Works | gency: PW15-010 | Dept / Agency Contact: Wayne Stephens | | Date of Reque May 20, 2015 | | |
| Phone: (434) 591-1925 | Fax: (434) 591-1924 | email: wstephens@fluvannacou | nty.org | | Fisca | al Year: FY15 |
| Reserve Fund Purpo | se Category: Unexpected | facility repairs or replacen | nents | | | |
| Description of Project | t/Repair | | Qty | Unit Price | | Total Price |
| Well Drilling - 8" Bore @ +/- 300 FT | | | 300 | \$1 | 5.00 | \$4,500.00 |
| 50 FT Casing & Cement Grout | | | 60 | \$50 | \$50.00 \$3 | |
| Drawdown/Capacity Testing (Mobilization + 48 hours) | | | 50 | \$10 | \$100.00 \$5,0 | |
| VDH Drinking Water Samples & Testing, Pitless Adapter, Conc Pad, Misc | | | 1 | \$12,000 | \$12,000.00 \$12,00 | |
| | | | | Total Request: \$2 | | \$24,500.00 |
| Description and Jus | stification for Proposed Us | se | | | | |
| Pleasant Grove Hous Community Garden. several recent bacter water, usually caused cause of the problem The correction plan is new well and associa | onths, the Pleasant Grove Hose & Museum, the new Come During and after rainfall ever iological tests. These issued by a cracked/broken casing with the PG House Well. It is to drill, test and construct a sted existing water lines will yestem", which will operate u | fort Station/Restrooms and ents the water from the wells are typically associated up or failure of the grout which meets VD then become a Transient, | I Yard Hydra I becomes divith wells which surround H Standards Non-Commu | nts in the Pole E iscolored, and th ich are under the s the casing, and s for use as a pu | Barn ar ne well e influe d is the blic wa | ea and the has failed ence of surface e suspected |
| Department / Agency | • | Signature | , v D11. | | Date | |
| | rector of Public Works | J. Dage Shapelor | Digitally signed by Way DN: cn=Wayne Stephe email=wstephens@flux Date: 2015.05.12 14:39 | ns, domain.co.fluvanna.va.us, o=Microsoft | | 2015/05/12 |
| | | Section 2 - REVIEW | | | | |
| Recommended? | County Finance Director | | | Date | | |
| ∑ Yes ☐ No | EDoll | Digitally signed by Eric Dahl DN: cr=Eric Dahl, o=County of Fluvanna, email=edahl@fluvannacounty.org, c=US Date: 2015.05.13 08:37:31 -04'00' | ou=Finance Department, | | | |
| Recommended? | County Administrator | | | Date | | |
| ∑ Yes ☐ No | SmA-Q | Steven M. Nichols 2015.05.13 08:44:1 | 4 -04'00' | | | |
| | Sectio | n 3 - BOARD OF SUPE | RVISORS | | | |
| Approved? | Decision Date: | Comments: | | | | |
| □ Yes □ No | | | | | | |

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 Ph: (434) 591-1910 Fax: (434) 591-1911 www.fluvannacounty.org

MEMORANDUM

Date: May 20, 2015

From: Finance Department

To: Board of Supervisors

Subject: Accounts Payable Report for April 2015

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

| CATEGORY | AMOUNT |
|------------------------------|----------------|
| General | \$948,308.29 |
| Capital Improvements | \$120,309.67 |
| Debt Service | \$0 |
| Sewer | \$5,170.14 |
| Fork Union Sanitary District | \$15,321.70 |
| Total AP Expenditures | \$1,089,109.80 |
| Payroll | \$ 677,306.65 |
| Total | \$1,766,416.45 |

MOTION

I move the Accounts Payable and Payroll be ratified for April 2015 in the amount of \$1,766,416.45.

Enclosures: AP Report

| A | В | C D | F | G | Н | I J |
|-------------------------------------|-------------------|--------------------------------|----------------|--------------|------------|--------------|
| County of Fluvanna | | From Date: 4/1/2015 | | | | H. munis |
| Accounts Payable List | | To Date: 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 5 Fund # - 100 GENERAL FUND | • | · | | | | |
| 6 GENERAL FUND | | | | | | |
| 7 A.G. DILLARD, INC | CUSTOMERS | PUBLIC HEARING SIGNS | ZMP15:01 | 4/3/2015 | 4/17/2015 | 90.00 |
| 8 FIRST FINANCIAL ADMINISTRATORS, | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033178 | 3/13/2015 | 4/16/2015 | 6,973.24 |
| 9 HERBERT L BESKIN, TRUSTEE | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033174 | 3/13/2015 | 4/16/2015 | 1,566.00 |
| 10 LAKE MONTICELLO FIRE & RESCUE | CUSTOMERS | SIGN DEPOSIT | ZMP14:05 | 4/15/2015 | 4/17/2015 | 90.00 |
| 11 MINNESOTA LIFE INS. CO | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033176 | 3/13/2015 | 4/16/2015 | 138.18 |
| 12 NEW YORK LIFE INSURANCE CO | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033172 | 3/13/2015 | 4/16/2015 | 517.34 |
| 13 NY LIFE INSURNACE & ANNUITY CORF | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033173 | 3/13/2015 | 4/16/2015 | 90.00 |
| 14 VACORP | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033177 | 3/13/2015 | 4/16/2015 | 213.38 |
| 15 VRS | CLEARING ACCOUNT- | Payroll Run 1 - Warrant 031315 | 00000033175 | 3/13/2015 | 4/16/2015 | 83,834.95 |
| 16 | | | | | Total: | \$93,513.09 |
| 17 | | | | | | |
| 18 REAL ESTATE TAXES | | | | | | |
| 19 BRADY, ERIK L & STEVENS, CAROL A | R E 2013 - 1ST | RE 2013 18A-3-566 | 33815 | 4/10/2015 | 4/20/2015 | 14.67 |
| 20 BRADY, ERIK L & STEVENS, CAROL A | R E 2014 - 1ST | RE 2014 18A-3-566 | 33816 | 4/10/2015 | 4/20/2015 | 15.84 |
| 21 BROADLEAF FARMS, LLC | R E 2014 - 1ST | RE 2014 57-5-3 | 33811 | 4/10/2015 | 4/20/2015 | 26.40 |
| 22 BROADLEAF FARMS, LLC | R E 2014 - 2ND | RE 2014 57-5-3 | 33811 | 4/10/2015 | 4/20/2015 | 26.40 |
| 23 HUTCHINSON, GAIL L | R E 2014 - 1ST | RE 2014 41-A-59 | 33806 | 4/10/2015 | 4/21/2015 | 357.28 |
| 24 JENKINS, HUNTER R | R E 2013 - 1ST | RE 2013 57-5-3 | 33810 | 4/10/2015 | 4/21/2015 | 25.04 |
| 25 JENKINS, HUNTER R | R E 2013 - 2ND | RE 2013 57-5-3 | 33810 | 4/10/2015 | 4/21/2015 | 23.85 |
| 26 KEIFER, BRYAN & AURELIA | R E 2014 - 1ST | RE 2014 18A-5-296 | 33805 | 4/10/2015 | 4/20/2015 | 8.80 |
| 27 KEIFER, BRYAN & AURELIA | R E 2014 - 2ND | RE 2014 18A-5-296 | 33805 | 4/10/2015 | 4/20/2015 | 8.80 |
| 28 TIMIOS TITLE | R E 2014 - 1ST | RE 2014 18A-3-136 | 33825 | 4/13/2015 | 4/20/2015 | 843.23 |
| 29 | | | | | Total: | \$1,350.31 |
| 30 | | | | | | |
| 31 PERSONAL PROPERTY TAXES | | | | | | |
| 32 BELL 2ND, JOHN SHEPHERD | P P 2012 - 1ST | PP 2012 198751 | 33807 | 4/10/2015 | 4/20/2015 | 2.60 |
| 33 BELL 2ND, JOHN SHEPHERD | P P 2012 - 2ND | PP 2012 198751 | 33807 | 4/10/2015 | 4/20/2015 | 2.07 |
| 34 COTTEN, LORI ANN | P P 2014 - 1ST | PP 2014 201011 | 33814 | 4/10/2015 | 4/20/2015 | 289.46 |
| 35 DUNN, HOWARD RANDOLPH | P P 2012 - 1ST | PP 2013 201951 | 33817 | 4/10/2015 | 4/20/2015 | 27.32 |
| 36 DUNN, HOWARD RANDOLPH | P P 2013 - 1ST | PP 2013 201951 | 33817 | 4/10/2015 | 4/20/2015 | 120.12 |
| 37 DUNN, HOWARD RANDOLPH | P P 2013 - 2ND | PP 2013 201951 | 33817 | 4/10/2015 | 4/20/2015 | 120.12 |
| 38 FRAVEL, JUSTIN LEE | P P 2014 - 1ST | PP 2014 229731 | 33804 | 4/10/2015 | 4/20/2015 | 27.12 |
| 39 JEWELL, DOUGLAS EDWARD | P P 2014 - 1ST | PP 2014 218064 | 33813 | 4/10/2015 | 4/20/2015 | 114.79 |
| 40 KRAHENBILL, RICHARD ALLEN | P P 2012 - 1ST | PP 2012 205863 | 33818 | 4/10/2015 | 4/20/2015 | 14.53 |
| 41 KRAHENBILL, RICHARD ALLEN | P P 2012 - 2ND | PP 2012 205863 | 33818 | 4/10/2015 | 4/20/2015 | 10.37 |
| 42 KRAHENBILL, RICHARD ALLEN | P P 2013 - 1ST | PP 2013 205863 | 33819 | 4/10/2015 | 4/20/2015 | 12.46 |
| 43 KRAHENBILL, RICHARD ALLEN | P P 2013 - 2ND | PP 2013 205863 | 33819 | 4/10/2015 | 4/20/2015 | 10.37 |
| 44 LEICHTENTRITT, TIMI JO | P P 2013 - 1ST | PP 2013 223213 | 33808 | 4/10/2015 | 4/20/2015 | 105.46 |
| 45 LEICHTENTRITT, TIMI JO | P P 2013 - 2ND | PP 2013 223213 | 33808 | 4/10/2015 | 4/20/2015 | 99.65 |
| 46 MMCA LEASE LTD., | P P 2014 - 1ST | PP 2014 230990 | 33820 | 4/10/2015 | 4/20/2015 | 204.39 |
| 47 MMCA LEASE LTD., | P P 2014 - 2ND | PP 2014 230990 | 33820 | 4/10/2015 | 4/20/2015 | 204.39 |

| A | В | | D | F | G | Н | l J |
|-----------------------------------|--------------------------|----------------|--------------|--------------------|--------------|------------|----------------------|
| County of Fluvanna | | rom Date: | | | | | % munis |
| Accounts Payable List | Т | o Date: | 4/30/2015 | | | | a tyler erp solution |
| 4 Vendor Name | Charge To | Description | | Invoice Number | Invoice Date | Check Date | Check Amount |
| 48 TOYOTA LEASE TRUST | P P 2014 - 1ST | PP 2014 2121 | 68 | 33812 | 4/10/2015 | 4/21/2015 | 217.36 |
| 49 TOYOTA LEASE TRUST | P P 2014 - 2ND | PP 2014 2121 | 68 | 33812 | 4/10/2015 | 4/21/2015 | 217.35 |
| 50 | | | | | | Total: | \$1,799.93 |
| 51 | | | | | | | |
| 52 OTHER LOCAL TAXES | | | | | | | |
| 53 COTTEN, LORI ANN | ADMIN FEE VEHICLE LICENS | | | 33814 | 4/10/2015 | 4/20/2015 | 33.00 |
| 54 DUNN, HOWARD RANDOLPH | ADMIN FEE VEHICLE LICENS | | | 33817 | 4/10/2015 | 4/20/2015 | 33.00 |
| 55 FRAVEL, JUSTIN LEE | ADMIN FEE VEHICLE LICENS | | | 33804 | 4/10/2015 | 4/20/2015 | 18.00 |
| 56 JEWELL, DOUGLAS EDWARD | ADMIN FEE VEHICLE LICENS | | | 33813 | 4/10/2015 | 4/20/2015 | 33.00 |
| 57 LEICHTENTRITT, TIMI JO | ADMIN FEE VEHICLE LICENS | | | 33808 | 4/10/2015 | 4/20/2015 | 33.00 |
| 58 TOYOTA LEASE TRUST | ADMIN FEE VEHICLE LICENS | E PP 2014 2121 | 68 | 33812 | 4/10/2015 | 4/21/2015 | 33.00 |
| 59 | | | | | | Total: | \$183.00 |
| 60 | | | | | | | |
| 61 PERMITS/FEES/LICENSES | | | | | | | |
| 62 BEULAH BAPTIS CHURCH | SITE PLAN REVIEW | REFUND | | SDP1504 | 3/25/2015 | 4/2/2015 | 1,100.00 |
| 63 | | | | | | Total: | \$1,100.00 |
| 64 | | | | | | | |
| 65 CHARGES FOR SERVICES | | | | | | | |
| 66 MEIGAN SULLIVAN | RECREATION PROGRAM | REFUND | | 3471 | 4/15/2015 | 4/30/2015 | 70.00 |
| 67 68 | | | | | | Total: | \$70.00 |
| 69 BOARD OF SUPERVISORS | | | | | | | |
| 70 BANK OF AMERICA | OTHER OPERATING | MONTHLY ST | ATEMENT | HARRIS 03312015 | 3/31/2015 | 4/20/2015 | 113.91 |
| 71 E.W. THOMAS | OTHER OPERATING | BOS FOOD | / I Line I I | 04132015 | 4/13/2015 | 4/17/2015 | 120.38 |
| 72 FLUVANNA REVIEW | ADVERTISING | ADS | | 20151416 | 4/2/2015 | 4/17/2015 | 900.00 |
| 73 GOVERNMENT FINANCIAL | PROFESSIONAL SERVICES | PROFESSION | IAL SERVICE | 131453 | 4/17/2015 | 4/30/2015 | 36,225.00 |
| 74 PAYNE & HODOUS, LLP. | PROFESSIONAL SERVICES | PROFESSION | | 109933 | 3/31/2015 | 4/17/2015 | 168.00 |
| 75 ROBERT ULLENBRUCH | MILEAGE ALLOWANCES | REIMBURSMI | | 04072015 | 4/7/2015 | 4/17/2015 | 252.55 |
| 76 SUPERIOR DOCUMENT SERVICES | PROFESSIONAL SERVICES | HOSTING | | 969227 | 2/28/2015 | 4/2/2015 | 61.98 |
| 77 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | | 9742544739 | 3/19/2015 | 4/17/2015 | 269.49 |
| 78 | | | | | | Total: | \$38,111.31 |
| 79 | | | | | | | |
| 80 COUNTY ADMINISTRATOR | | | | | | | |
| 81 CENTURYLINK | TELECOMMUNICATIONS | PHONE | | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 21.07 |
| 82 KODIAK, LLC. | LEASE/RENT | SHREDDING | | 50765 | 2/28/2015 | 4/17/2015 | 70.00 |
| 83 SHENANDOAH VALLEY WATER | LEASE/RENT | WATER | | 04/01/2015 | 4/15/2015 | 4/17/2015 | 83.64 |
| 84 STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | | 8033872407 | 4/4/2015 | 4/30/2015 | 57.24 |
| 85 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTAI | NCE | T282650 | 1/28/2015 | 4/2/2015 | 11.97 |
| 86 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER | | 16721757 | 3/23/2015 | 4/17/2015 | 253.80 |
| 87 | | | | | | Total: | \$497.72 |
| 88 | | | | | | | |
| 89 COUNTY ATTORNEY | | | | | | <u> </u> | |
| 90 PAYNE & HODOUS, LLP. | PROFESSIONAL SERVICES | PROFESSION | IAL SERVICE | 109933 | 3/31/2015 | 4/17/2015 | 19,362.98 |

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|-------------------------------------|-----------------------|--------------------|---------------------|--------------|------------|-------------|
| County of Fluvanna | | rom Date: 4/1/2015 | | | | |
| Accounts Payable List | I | o Date: 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amoun |
| 91 | | | | | Total: | \$19,362.9 |
| 92 | | | | | | |
| COMMISSIONER OF THE REVENUE | | | | | | |
| BANK OF AMERICA | OFFICE SUPPLIES | MONTHLY STATEMENT | SHERIDAN 033115 | 3/31/2015 | 4/20/2015 | 68.53 |
| BANK OF AMERICA | SUBSISTENCE & LODGING | MONTHLY STATEMENT | SHERIDAN 033115 | 3/31/2015 | 4/20/2015 | 49.97 |
| BUSINESS DATA OF VA, INC. | PROFESSIONAL SERVICES | CONSULTING DMV | 10532015 | 3/11/2015 | 4/2/2015 | 700.00 |
| OT CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 17.56 |
| KODIAK, LLC. | PROFESSIONAL SERVICES | SHREDDING | 50765 | 2/28/2015 | 4/17/2015 | 30.00 |
| PAPCO, INC | VEHICLE FUEL | GAS | 03312015 | 3/31/2015 | 4/17/2015 | 18.60 |
| 00 PITNEY BOWES | POSTAL SERVICES | EQUIPMENT | 1015396 03132015 | 3/13/2015 | 4/2/2015 | 20.87 |
| 01 SHENANDOAH VALLEY WATER | OFFICE SUPPLIES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 74.13 |
| 02 STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 84.76 |
| 03 STONEWALL TECHNOLOGIES | PROFESSIONAL SERVICES | MEMBERSHIP FEE | 8354 | 2/28/2015 | 4/2/2015 | 600.00 |
| 04 V.A.A.O. | DUES OR ASSOCIATION | MEMBERSHIP | 555 04072015 | 4/7/2015 | 4/17/2015 | 60.00 |
| 05 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 12.89 |
| 06 VIRGINIA DEPT. OF MOTOR VEHICLES | PROFESSIONAL SERVICES | SECURITY TOKENS | 15071207 | 3/12/2015 | 4/2/2015 | 65.0 |
| 07 | | | | | Total: | \$1,802.3° |
| 08 | | | | | | |
| 09 REASSESSMENT | | | | | | |
| 10 E.W. THOMAS | OFFICE SUPPLIES | BOS FOOD | 04132015 | 4/13/2015 | 4/17/2015 | 27.92 |
| 11 FLUVANNA REVIEW | ADVERTISING | AD | 2015F1510 | 4/9/2014 | 4/17/2015 | 101.00 |
| 12 GARY L. ELLIS | PROFESSIONAL SERVICES | BOE HOURS | 03312015 | 3/31/2015 | 4/2/2015 | 220.00 |
| 13 JOANN RAWLS | PROFESSIONAL SERVICES | BOE HOURS | 03312015 | 3/31/2015 | 4/2/2015 | 380.00 |
| 14 JOSEPH P. RONAN | PROFESSIONAL SERVICES | BOE HOURS | 03312015 | 3/31/2015 | 4/2/2015 | 120.00 |
| 15 KAREN K. BERCAW | PROFESSIONAL SERVICES | MILEAGE | 03312054 | 3/31/2015 | 4/2/2015 | 186.90 |
| 16 | | | | | Total: | \$1,035.82 |
| 17 | | | | | | |
| 18 TREASURER | | | | | | |
| 19 BUSINESS DATA OF VA, INC. | PROFESSIONAL SERVICES | CONSULTING | APRIL 2015 | 4/7/2015 | 4/30/2015 | 2,575.00 |
| 20 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 21.07 |
| 21 KODIAK, LLC. | LEASE/RENT | SHREDDING | 50765 | 2/28/2015 | 4/17/2015 | 30.00 |
| 22 MECHUMS RIVER SECURITY | LEASE/RENT | MONITORING | 019895 | 3/30/2015 | 4/30/2015 | 135.00 |
| 23 QUILL | OFFICE SUPPLIES | SUPPLIES | 3185744 | 4/9/2015 | 4/30/2015 | 235.4 |
| 24 RESERVE ACCOUNT | POSTAL SERVICES | POSTAGE | TREASURERR | 4/15/2015 | 4/30/2015 | 5,000.00 |
| 25 SHENANDOAH VALLEY WATER | LEASE/RENT | WATER | D346450015 | 4/1/2015 | 4/30/2015 | 40.75 |
| 26 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 12.85 |
| 27 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 49.82 |
| 28 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | EQUIPMENT | 16622757 | 2/27/2015 | 4/2/2015 | 394.14 |
| 29 VIRGINIA DEPT. OF MOTOR VEHICLES | DMV-ONLINE | DMV STOPS | 546001282025 041515 | 3/30/2015 | 4/17/2015 | 1,060.00 |
| 30 | | | | | Total: | \$9,554.03 |
| 31 | | | | | | . , |
| 32 INFORMATION TECHNOLOGY | | | | | | |
| 33 BANK OF AMERICA | ADP SERVICES | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 1,389.95 |
| | | | | | | .,50 |

| A | В | | F | G | Н | l J |
|-----------------------------------|-----------------------|---------------------------|--------------------|-----------------|------------|--------------|
| County of Fluvanna | | rom Date: 4/1/2015 | | | | |
| Accounts Payable List | Т | o Date: 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 134 BANK OF AMERICA | ADP SUPPLIES | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 522.57 |
| 135 BANK OF AMERICA | BOOKS/PUBLICATIONS | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 112.57 |
| 136 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 150.00 |
| 137 BANK OF AMERICA | FURNITURE & FIXTURES | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 320.94 |
| 138 BANK OF AMERICA | PROFESSIONAL SERVICES | MONTHLY STATEMENT | MCMAHON 04152015 | 3/31/2015 | 4/20/2015 | 135.70 |
| 139 CDW GOVERNMENT, INC. | ADP SERVICES | SYMANTEC EV.CLOUD RENEWAL | TRO1093 | 4/8/2015 | 4/17/2015 | 5,410.00 |
| 140 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 3.51 |
| 141 DELL MARKETING, L.P. | EDP EQUIPMENT | EQUIPMENT | XJNMR8M94 | 4/7/2015 | 4/17/2015 | 1,408.99 |
| 142 ER COMMUNICATIONS LLC | TELECOMMUNICATIONS | SERVICE | 9990 | 4/9/2015 | 4/30/2015 | 127.50 |
| 43 IBM CORPORATION | ADP SERVICES | SUPPORT | 4507924 | 4/4/2015 | 4/30/2015 | 137.37 |
| 44 SHAREFILE | ADP SERVICES | BANDWITH COVERAGE | 47117 | 12/9/2014 | 4/2/2015 | 105.73 |
| 45 UPS | POSTAL SERVICES | SHIPPING | Y7646Y135 | 3/28/2015 | 4/17/2015 | 2.64 |
| 46 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 2,146.44 |
| 47 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 89.83 |
| 148 | | | | | Total: | \$12,063.74 |
| 49 | | | | | | |
| 50 FINANCE | | | | | | |
| 51 ALL TERRAIN DECALS | SURPLUS COSTS | REMOVE DECALS | 04302015 | 4/30/2015 | 4/30/2015 | 160.00 |
| 52 BANK OF AMERICA | DUES OR ASSOCIATION | MONTHLY STATEMENT | DAHL 03312015 | 3/31/2015 | 4/20/2015 | 45.00 |
| 53 BANK OF AMERICA | SUBSISTENCE & LODGING | MONTHLY STATEMENT | RODISH 03312015 | 3/31/2015 | 4/20/2015 | 436.98 |
| 54 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| 55 UPS | POSTAL SERVICES | SHIPPING | Y7646Y135 | 3/28/2015 | 4/17/2015 | 9.20 |
| 56 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 22.25 |
| 57 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER | 16721758 | 3/23/2015 | 4/17/2015 | 169.45 |
| 58 | | | | | Total: | \$856.92 |
| 59 | | | | | | 4000.02 |
| 60 registrar/electoral board | | | | | | |
| 61 CATHERING E. HOBBS | MILEAGE ALLOWANCES | REIMBURSMENT | 03252015 | 3/25/2015 | 4/17/2015 | 69.44 |
| 62 CLAUDIA THOMAS | CONTRACT SERVICES | ELECTION | MARCH 17 2015 | 3/17/2015 | 4/2/2015 | 185.00 |
| 63 DANIEL D. GRAFF | CONTRACT SERVICES | ELECTION | 03172015 | 3/17/2015 | 4/2/2015 | 210.00 |
| 64 DANIEL D. GRAFF | MILEAGE ALLOWANCES | ELECTION | 03172015 | 3/17/2015 | 4/2/2015 | 16.65 |
| 65 ELECTION SERVICES ONLINE | CONTRACT SERVICES | BALLOTS | 1208 | 2/6/2015 | 4/2/2015 | 1,696.25 |
| 66 MARGIE L. JOHNSON | CONTRACT SERVICES | ELECTION | MARCH 17 2015 | 3/17/2015 | 4/2/2015 | 77.50 |
| 67 MARY WILLS TILMAN | CONTRACT SERVICES | ELECTION | MARCH 17 2015 | 3/17/2015 | 4/2/2015 | 77.50 |
| 68 SHENANDOAH VALLEY WATER | OFFICE SUPPLIES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 24.78 |
| 69 STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 319.52 |
| 70 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 6.35 |
| 71 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 49.82 |
| 72 | | | | | Total: | \$2,732.81 |
| 73 | | | | | | |
| 74 HUMAN RESOURCES | DEOD! !!T! !E! /= | MONTH W A OTA TEN :-: :- | | 0.10.4.10.5.1.5 | | |
| 75 BANK OF AMERICA | RECRUITMENT | MONTHLY STATEMENT | HARRIS 03312015 | 3/31/2015 | 4/20/2015 | 10.00 |
| 176 FLUVANNA REVIEW | RECRUITMENT | AD | 2015F1210 | 3/19/2015 | 4/2/2015 | 183.00 |

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| | County of Fluvanna | Fı | rom Date: 4/1/2015 | | | | wi. munis |
| 1 | Accounts Payable List | To | Date: 4/30/2015 | | | | a tyler erp solution |
| 4 | Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 177 | PROTECT YOUTH SPORTS | RECRUITMENT | BACKGROUND CHECK | 352754 | 4/1/2015 | 4/17/2015 | 32.00 |
| | | EMPLOYEE RECOGNITION | SUPPLIES | 97571893 | 4/1/2015 4/14/2015 | 4/30/2015 | 32.00 345.00 |
| | RIDDEL/ALL AMERICAN SPORTS | | SUPPLIES | 8033872407 | 4/14/2015 | 4/30/2015 | |
| | STAPLES CONTRACT & COMMERCIAL, VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER LEASE | 16734923 | 3/24/2015 | 4/17/2015 | 210.23 44.80 |
| | | LEASE/RENT | COPIER LEASE | 16734923 | 3/24/2015 | | |
| 181 182 | | | | | | Total: | \$825.03 |
| | GENERAL DISTRICT COURT | | | | | | |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309871364 0316 | 3/16/2015 | 4/2/2015 | 588.40 |
| | PITNEY BOWES INC | | EQUIPMENT | | | | |
| | | MAINTENANCE CONTRACTS | | 321639 | 3/20/2015 | 4/2/2015 | 103.98 |
| | PITNEY BOWES | MAINTENANCE CONTRACTS | EQUIPMENT | 3083012MR15 | 3/13/2015 | 4/2/2015 | 180.00 |
| | STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 36.66 |
| | VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 8.13 |
| | VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER - GENERAL DISTRICT COUR | 16743798 | 4/17/2015 | 4/17/2015 | 161.51 |
| | VIRGINIA WATERS, INC. | MAINTENANCE CONTRACTS | WATER | 17350 3312015 | 3/31/2015 | 4/30/2015 | 30.70 |
| 191 | | | | | | Total: | \$1,109.38 |
| 192 | | | | | | | |
| | COURT SERVICE UNIT | | | | | | |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| | REGION 10 CSB | CONVENTION AND | CONFERENCE | 04092015 | 4/9/2015 | 4/17/2015 | 75.00 |
| | SHENANDOAH VALLEY WATER | LEASE/RENT | WATER | D579052015 | 4/13/2015 | 4/30/2015 | 19.50 |
| | VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 17.80 |
| 198 199 | | | | | | Total: | \$126.34 |
| | CLERK OF THE CIRCUIT COURT | | | | | | |
| | BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | CLERKS OFFICE 33115 | 3/31/2015 | 4/20/2015 | 381.86 |
| | CASKIE GRAPHICS, INC. | PRINTING AND BINDING | FILE FOLDERS | 31218 | 3/16/2015 | 4/17/2015 | 448.59 |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 28.09 |
| | | MAINTENANCE CONTRACTS | MAINTENANCE | 670091 | 3/30/2015 | 4/17/2015 | 995.00 |
| | CHARLOTTESVILLE OFFICE MACHINE | OFFICE SUPPLIES | RIBBON | 6700660 | 3/18/2015 | 4/17/2015 | 85.00 |
| | FLUVANNA CO CIRCUIT COURT | CONTRACT SERVICES | BANK FEES | 04/28/2015 | 4/28/2015 | 4/30/2015 | 161.78 |
| | LEGAL DIRECTORIES PUBLISHING CO, | | DIRECTORY | 407054 | 3/5/2015 | 4/17/2015 | 8.75 |
| | LOGAN SYSTEMS, INC. | PROFESSIONAL SERVICES | PROFESTIONAL SERVICE | 46614 | 4/15/2015 | 4/30/2015 | 2,541.67 |
| | SHENANDOAH VALLEY WATER | OFFICE SUPPLIES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 58.70 |
| | STAPLES CONTRACT & COMMERCIAL, | | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 800.06 |
| | U.S. POSTAL SERVICE | POSTAL SERVICES | POSTAGE | 36694560 | 3/30/2015 | 4/17/2015 | 1,500.00 |
| | VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 28.50 |
| | VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | EQUIPMENT | 16692199 | 4/8/2015 | 4/17/2015 | 790.62 |
| 214 | | LLAGE/KLIVI | EQUI MENT | 10032133 | 4/0/2010 | Total: | \$7,828.62 |
| 215 | | | | | | TOTAL: | φ1,020.02 |
| | CIRCUIT COURT JUDGE | | | | | | |
| | BANK OF AMERICA | OFFICE SUPPLIES | MONTHLY STATEMENT | CLERKS OFFICE 33115 | 3/31/2015 | 4/20/2015 | 78.80 |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 10.53 |
| | ONE-TIME JUROR | COMPENSATION- | JURY | 77895 | 12/1/2014 | 4/21/2015 | 30.00 |

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| County of Fluvanna | | om Date: 4/1/2015 | | | | % munis |
| Accounts Payable List | To | Date: 4/30/2015 | | | | a tyler erp solution |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 220 PENGAD, INC | OFFICE SUPPLIES | SUPPLIES | 93813 | 3/3/2015 | 4/17/2015 | 78.80 |
| 221 TREASURER OF VIRGINIA | PROFESSIONAL SERVICES | ANNUAL MAINTENANCE | 15065CVJS | 4/21/2015 | 4/30/2015 | 650.00 |
| 222 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 5.49 |
| 223 | | | | | Total: | \$853.62 |
| 224 | | | | | | |
| 225 COMMONWEALTH ATTY | | | | | | |
| 226 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | HAISLIP 03312015 | 3/31/2015 | 4/20/2015 | 556.79 |
| 227 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| 228 FRANK TERWILLIGER | CONVENTION AND | REIMBURSMENT | JT032715 | 3/27/2015 | 4/2/2015 | 627.49 |
| 229 JEFF HAISLIP | CONVENTION AND | MILEAGE | JH032715 | 3/27/2015 | 4/2/2015 | 76.36 |
| 230 NDAA | DUES OR ASSOCIATION | MEMBERSHIP | 34918012 | 1/1/2015 | 4/2/2015 | 246.00 |
| 231 SHENANDOAH VALLEY WATER | CONTRACT SERVICES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 28.85 |
| 232 SHERRI STADER CAREW | CONVENTION AND | REIMBURSMENT | SS03262015 | 3/26/2015 | 4/2/2015 | 70.55 |
| 233 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 20.27 |
| 234 VALLEY BUSINESS FORMS | OFFICE SUPPLIES | STATIONARY | 20347 | 3/23/2015 | 4/2/2015 | 161.00 |
| 235 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 49.82 |
| 236 | | | | | Total: | \$1,851.17 |
| 237 | | | | | | V 1,00 1111 |
| 238 SHERIFF | | | | | | |
| 239 AT&T 286-3642 | TELECOMMUNICATIONS | PHONE | 2863642 03062015 | 3/6/2015 | 4/2/2015 | 51.85 |
| 240 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | HESS 03312015 | 3/31/2015 | 4/20/2015 | 178.74 |
| 241 BANK OF AMERICA | FOOD SUPPLIES | MONTHLY STATEMENT | WELLS 03312015 | 3/31/2015 | 4/20/2015 | 8.36 |
| 242 BANK OF AMERICA | TELECOMMUNICATIONS | MONTHLY STATEMENT | WELLS 03312015 | 3/31/2015 | 4/20/2015 | 13.75 |
| 243 CAMPBELL EQUIPMENT, INC. | VEHICLES REP & MAINT | INSTALL SPARE | 03202015 | 3/20/2015 | 4/2/2015 | 115.00 |
| 244 CANON SOLUTIONS AMERICA, INC. | MAINTENANCE CONTRACTS | MAINTENANCE | 4015622151 | 4/1/2015 | 4/17/2015 | 16.34 |
| 245 CENTRAL BATTERY SPECIALIST | VEHICLE/POWER EQUIP | BATTTERY | 27286 | 4/15/2015 | 4/30/2015 | 143.22 |
| 246 CENTRAL VIRGINIA CRIMINAL JUSTICE | | MARCH 2015 J GREEN | 2690 | 3/23/2015 | 4/3/2015 | 50.00 |
| 247 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 1,372.32 |
| 248 CHARLES W. BOURNE, III | VEHICLES REP & MAINT | BODY REPAIRS | 5861 | 4/7/2015 | 4/17/2015 | 2,435.00 |
| 249 DONNA'S NEEDLEWORK & CRAFT | UNIFORM/WEARING APPAREL | | 764246 | 4/9/2015 | 4/17/2015 | 39.00 |
| 250 FISHER AUTO PARTS, INC. | VEHICLE/POWER EQUIP | PARTS | 015277455 | 3/27/2015 | 4/3/2015 | 620.21 |
| 251 FRF, INC. | OTHER OPERATING | DEDICATION CHAMBERS | 28583 | 3/18/2015 | 4/2/2015 | 48.00 |
| 252 GALLS, LLC. | POLICE SUPPLIES | SUPPLIES | 3304263 | 3/26/2015 | 4/17/2015 | 135.25 |
| 253 GALLS, LLC. | UNIFORM/WEARING APPAREL | | 3308840 | 3/27/2015 | 4/17/2015 | 1,078.07 |
| 254 GE CAPITAL | LEASE/RENT | COPIER | 62445183 | 3/22/2015 | 4/2/2015 | 77.73 |
| 255 KODIAK, LLC. | OTHER OPERATING | SHREDDING | 50765 | 2/28/2015 | 4/17/2015 | 70.00 |
| 256 MANSFIELD OIL COMPANY OF | VEHICLE FUEL | GAS | SQLCD2015 | 3/31/2015 | 4/17/2015 | 70.00 9.95 |
| 257 PALMYRA AUTOMOTIVE, INC. | VEHICLES REP & MAINT | VEHICLE MAINTENANCE | 51450 | 2/13/2015 | 4/2/2015 | 9.95 46.19 |
| 258 PAPCO, INC | VEHICLE FUEL | GAS | 03312015 | 3/31/2015 | 4/17/2015 | 46.19 4,497.25 |
| 259 PATRICK WOOD | MILEAGE ALLOWANCES | REIMBURSMENT | 03312015 PW1/2 | 3/31/2015 4/10/2015 | 4/17/2015 | 4,497.25 77.51 |
| 260 PATRICK WOOD | SUBSISTENCE & LODGING | REIMBURSMENT | PW 1/2 PW 1/2 | 4/10/2015 | 4/17/2015 | 65.76 |
| | | | | | | |
| 261 POSITIVE PROMOTIONS, INC. | OFFICE SUPPLIES | SUPPLIES | 0502762 | 4/3/2015 | 4/30/2015 | 274.25 |
| 262 QUILL | OFFICE SUPPLIES | SUPPLIES | 2535291 | 3/19/2015 | 4/17/2015 | 72.97 |

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| | County of Fluvanna | | | | | | |
| 4 Vandor Name | Accounts Payable List | To | Date: 4/30/2015 | | | | |
| 264 SHULLS AUTOMOTIVE, INC. VEHICLES REP & MAINT STATE INSPECTION 10015180 318,2015 42,2015 151. 265 SOUTH-REST ENERGY INC VEHICLES POWER EQUIP SUPPLIES 134,2015 128,20015 42,2015 128, 20015 128, | | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 264 SHULLS AUTOMOTIVE, INC. VEHICLES REP & MAINT STATE INSPECTION 10015180 318,2015 42,2015 151. 265 SOUTH-REST ENERGY INC VEHICLES POWER EQUIP SUPPLIES 134,2015 128,20015 42,2015 128, 20015 128, | 263 SHENANDOAH VALLEY WATER | FOOD SUPPLIES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 129.25 |
| 265 SOUTHEAST ENERGY INC | | VEHICLES REP & MAINT | STATE INSPECTION | 10015180 | | 4/2/2015 | 161.00 |
| 2587 AIN-CORMATION TECHNOLOGIES TELECOMMUNICATIONS LONG DISTANCE T282650 1282015 42/22015 171. | | VEHICLE/POWER EQUIP | SUPPLIES | | 4/14/2015 | 4/30/2015 | 154.20 |
| 268 VALLEY OFFICE MACHINES, INC. MAINTENANCE CONTRACTS COUPMENT 19,0000040 39,92015 4,322015 19,125 19 | 266 THE HANOVER COMPANY | POLICE SUPPLIES | FLARES | 16599 | 3/26/2015 | 4/2/2015 | 235.80 |
| 268 VALLEY OFFICE MACHINES, INC. MAINTENANCE CONTRACTS COUPMENT 19,0000040 39,92015 4,322015 19,125 19 | 267 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 477.07 |
| Telecommunications | | MAINTENANCE CONTRACTS | EQUIPMENT | 1503090040 | 3/9/2015 | 4/2/2015 | 101.76 |
| 1.155 | | TELECOMMUNICATIONS | PHONE | 09955024 | 3/25/2015 | 4/3/2015 | 13.14 |
| | 270 VERIZON WIRELESS | TELECOMMUNICATIONS | SHERIFF CELL | 9741925677 | 3/8/2015 | 4/2/2015 | 1,155.95 |
| | 271 VERIZON | TELECOMMUNICATIONS | CELL SHERIFF | 9743620150 | 4/8/2015 | 4/30/2015 | 1,015.68 |
| | 272 VIRGINIA BUSINESS SYSTEMS | | METER | 16782792 | 4/1/2015 | | 78.31 |
| | 273 VIRGINIA DEPT. OF MOTOR VEHICLES | OTHER OPERATING | LICENSES | 15090689 | 3/31/2015 | 4/17/2015 | 20.00 |
| | 274 VIRGINIA SHERIFF'S ASSOCIATION | CONVENTION AND | CONFERENCE | PROFFITT FLUVANNA | 3/20/2015 | 4/2/2015 | 150.00 |
| A | | VEHICLE/POWER EQUIP | TIRES | 349289 | 3/24/2015 | 4/2/2015 | 882.24 |
| Total: \$16,377. Sept. Se | | | SUPPLIES | 32136 | 3/27/2015 | | 306.63 |
| 279 | | | | | | | \$16,377.75 |
| 279 6911 280 ANDREA GAINES MILEAGE ALLOWANCES REIMBURSMENT 03202015 3/27/2015 4/3/2015 133. 281 ANDREA GAINES SUBSISTENCE & LODGING REIMBURSMENT 03202015 3/27/2015 4/3/2015 | | | | | | | * 10,011110 |
| ADDREA GAINES | | | | | | | |
| ANDREA GAINES SUBSISTENCE & LODGING REIMBURSMENT 03/202015 3/27/2015 4/20/2015 108. | | MILEAGE ALLOWANCES | REIMBURSMENT | 03202015 | 3/27/2015 | 4/3/2015 | 133.75 |
| BANK OF AMERICA CONVENTION AND MONTHLY STATEMENT GAINES 03312015 3/31/2015 4/20/2015 106. | | | | | | | 47.05 |
| 283 BANK OF AMERICA SUBSISTENCE & LODGING MONTHLY STATEMENT GAINES 03312015 3/312015 4/20/2015 10.84 | | | | | | | 106.23 |
| Real Centurylink | | | | | | | 108.02 |
| CLEAR COMMUNICATIONS AND BLOGS EQUIP REP & MAINT MOVE ANTENNA 104266 3/27/2015 4/3/2015 525. 526. 286 CLEAR COMMUNICATIONS AND OTHER OPERATING BELT CLIPS 104345 4/2/2015 4/17/2015 302. | | | | | | | 5,084.51 |
| 286 CLEAR COMMUNICATIONS AND OTHER OPERATING BELT CLIPS 104345 4/2/2015 4/17/2015 302. | | | | | | | 525.00 |
| 287 GEO-COMM, INC. MAINTENANCE CONTRACTS MAINTENANCE 33199 12/10/2014 4/3/2015 900. | | | | | | | 302.40 |
| 288 JOEL A. ZELINSKY | | | | | | | 900.00 |
| NWG SOLUTIONS, LLC. CONTRACT SERVICES SERVER MAINTENANCE 34740 3/31/2015 4/3/2015 5,600. | | | | | | | |
| VA INFORMATION TECHNOLOGIES TELECOMMUNICATIONS LONG DISTANCE T282650 1/28/2015 4/2/2015 3.0 | | | | | | | 5,600.00 |
| VERIZON WIRELESS TELECOMMUNICATIONS SHERIFF CELL 9741925677 3/8/2015 4/2/2015 630. | , | | | | | | 3.00 |
| VERIZON | | | | | | | 630.89 |
| VIRGINIA BUSINESS SYSTEMS | | | | | | | 630.91 |
| Total: \$16,890. 295 296 297 298 297 298 299 | | | | | | | 78.31 |
| 295 296 FIRE AND RESCUE SQUAD 297 FLUVANNA COUNTY RESCUE SQUAD FIRE & RESCUE ASSN ALLOCATION 4TH QTR 4/1/2015 4/2/2015 30,167. | | LEASE/KENT | WEILK | 10702792 | 4/1/2013 | | |
| 296 FIRE AND RESCUE SQUAD FIRE & RESCUE ASSN ALLOCATION 4TH QTR 4/1/2015 4/2/2015 15,979. | | | | | | Total. | \$10,090.77 |
| 297 FLUVANNA COUNTY RESCUE SQUAD FIRE & RESCUE ASSN ALLOCATION 4TH QTR 4/1/2015 4/2/2015 30,167. 298 FLUVANNA COUNTY VOLUNTEER FIRE FIRE & RESCUE ASSN ALLOCATION 4TH QTR 2015 4/1/2015 4/2/2015 30,167. 299 LAKE MONTICELLO FIRE & RESCUE FIRE & RESCUE ASSN ALLOCATION 4TH QTR 04012015 4/1/2015 4/2/2015 23,757. 300 | | | | | | | |
| 298 FLUVANNA COUNTY VOLUNTEER FIRE FIRE & RESCUE ASSN ALLOCATION 4TH QTR 2015 4/1/2015 4/2/2015 30,167. | | FIDE & DESCUE ASSN | ALLOCATION | ATH OTP | 4/1/2015 | 4/2/2015 | 15 070 50 |
| 299 LAKE MONTICELLO FIRE & RESCUE FIRE & RESCUE ASSN ALLOCATION 4TH QTR 04012015 4/1/2015 23,757. 300 Total: \$69,904. 301 302 CORRECTION AND DETENTION 502 COUNTY OF ALBEMARLE, VIRGINIA CONFINEMENT - BRJDC JUVENILE DETENTION JUVENILE DETENTION 3/13/2015 4/2/2015 30,489. 304 SHENANDOAH VALLEY WATER FOOD SUPPLIES MEAL EWT1 4/7/2015 4/17/2015 2. | | | | | | | , |
| Total: \$69,904. 301 302 CORRECTION AND DETENTION 303 COUNTY OF ALBEMARLE, VIRGINIA CONFINEMENT - BRJDC JUVENILE DETENTION JUVENILE DETENTION 3/13/2015 4/2/2015 30,489. 304 SHENANDOAH VALLEY WATER FOOD SUPPLIES MEAL EWT1 4/7/2015 4/17/2015 2. | | | | | | | 23,757.75 |
| 301 | | TINE & NEGOGE AGON | ALLOGATION | +111 Q11 0+012013 | 4/1/2013 | | * |
| 302 CORRECTION AND DETENTION 303 COUNTY OF ALBEMARLE, VIRGINIA CONFINEMENT - BRJDC JUVENILE DETENTION JUVENILE DETENTION 3/13/2015 4/2/2015 30,489. 304 SHENANDOAH VALLEY WATER FOOD SUPPLIES MEAL EWT1 4/7/2015 4/17/2015 2. | | | | | | Total. | φυσ,συ4.73 |
| 303 COUNTY OF ALBEMARLE, VIRGINIA CONFINEMENT - BRJDC JUVENILE DETENTION JUVENILE DETENTION 3/13/2015 4/2/2015 30,489. 304 SHENANDOAH VALLEY WATER FOOD SUPPLIES MEAL EWT1 4/7/2015 4/17/2015 2. | | | | | | | |
| 304 SHENANDOAH VALLEY WATER FOOD SUPPLIES MEAL EWT1 4/7/2015 4/17/2015 2. | | CONFINEMENT - BRIDG | JUVENILE DETENTION | JUVENII E DETENTION | 3/13/2015 | 4/2/2015 | 30,489.84 |
| 20E EWIT 4/1/2019 4/11/2019 2. | | | | | | | 2.29 |
| Larry Carlo | 305 | 1 COD COI I LILO | IVI L./ \L | LVVII | 7/1/2013 | 4/17/2015 Total: | \$30,492.13 |

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| County of Fluvar | | | e: 4/1/2015 | | | | |
| Accounts Payabl | e List | To Date: | 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | 1 | Invoice Number | Invoice Date | Check Date | Check Amount |
| 306 | | | | | | | |
| 307 BUILDING INSPECTIONS | | | | | | | |
| 308 CENTURYLINK | TELECOMMUN | | | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| 309 MANSFIELD OIL COMPAN | | | | SQLCD2015 | 3/31/2015 | 4/17/2015 | 104.27 |
| 310 PAPCO, INC | VEHICLE FUEI | | | 03312015 | 3/31/2015 | 4/17/2015 | 111.75 |
| 311 PRINCE WILLIAM COUNT | | | | 1742 | 4/6/2015 | 4/17/2015 | 175.76 |
| 312 STAPLES CONTRACT & C | , | | | 8033872407 | 4/4/2015 | 4/30/2015 | 64.65 |
| 313 TREASURER OF VIRGINIA | | 2% LEVY | | LV201503 | 4/2/2015 | 4/17/2015 | 561.06 |
| 314 VA INFORMATION TECHN | | | | T282650 | 1/28/2015 | 4/2/2015 | 4.95 |
| 315 VERIZON 721970783-0000 | 1 TELECOMMUN | ICATIONS CELL PHO | NE | 9742544739 | 3/19/2015 | 4/17/2015 | 59.82 |
| 316 317 | | | | | | Total | : \$1,096.30 |
| 318 EMERGENCY MANAGEM | | | | | | | |
| 319 BANK OF AMERICA | OFFICE SUPP | LIES MONTHLY | STATEMENT | WILKINS 03312015 | 3/31/2015 | 4/20/2015 | 21.05 |
| 320 BANK OF AMERICA | | | STATEMENT | | 3/31/2015 | 4/20/2015 | 234.76 |
| 321 PAPCO, INC | SUBSISTENCE | | STATEMENT | WILKINS 03312015 | | | 234.76 90.72 |
| 322 RICH CONSTANTINO | VEHICLE FUEL | | MENT | 03312015 04072015 | 3/31/2015 4/7/2015 | 4/17/2015 | |
| 323 THE UNIVERSITY OF VIR | CONVENTION GINIA PROFESSION | | | 02102015 | 1/31/2015 | 4/17/2015 4/17/2015 | 131.52 |
| 324 | JINIA PROFESSION | AL SERVICES EMIT COVE | RAGE | 02102015 | 1/31/2015 | 4/17/2015 Total | 50,814.15 |
| 325 | | | | | | TOtal | : \$51,292.20 |
| 326 ANIMAL CONTROL | | | | | | | |
| 327 FLUVANNA SPCA | CONTRACT SE | FRVICES CONTRACT | SERVICES | MARCH & APRIL | 4/15/2015 | 4/15/2015 | 10,704.58 |
| 328 HAPPY TAILS | AGRICULTURA | | | 224 | 3/30/2015 | 4/17/2015 | 202.45 |
| 329 PAPCO, INC | VEHICLE FUEL | | LILO | 03312015 | 3/31/2015 | 4/17/2015 | 288.85 |
| 330 | | | | 333.23.3 | 0.0 20 .0 | Total | |
| 331 | | | | | | | |
| 332 FACILITIES | | | | | | - | |
| 333 ALBEMARLE LOCK & SAF | E, INC. BLDGS EQUIP | REP & MAINT KEY TRANS | SPONDER | 50098 | 4/6/2015 | 4/17/2015 | 225.00 |
| 334 BAKER ROOFING COMPA | NY OF BLDGS EQUIP | REP & MAINT LEAK COM | MUNITY CENTER | 902203623 | 4/7/2015 | 4/17/2015 | 1,100.00 |
| 335 BANK OF AMERICA | BLDGS EQUIP | REP & MAINT MONTHLY | STATEMENT | STEPHENS 03312015 | 3/31/2015 | 4/20/2015 | 364.00 |
| 336 BANK OF AMERICA | CONTRACT SE | ERVICES MONTHLY | STATEMENT | STEPHENS 03312015 | 3/31/2015 | 4/20/2015 | 55.50 |
| 337 BANK OF AMERICA | GENERAL MA | TERIALS AND MONTHLY | STATEMENT | STEPHENS 03312015 | 3/31/2015 | 4/20/2015 | 947.32 |
| 338 BETTER LIVING, INC. | GENERAL MA | TERIALS AND SUPPLIES | | 03312015 | 3/31/2015 | 4/17/2015 | 250.68 |
| 339 BFPE INTERNATIONAL | BLDGS EQUIP | REP & MAINT HORN/STR | OBE | 1832681 | 4/22/2015 | 4/30/2015 | 380.00 |
| 340 BLUE RIDGE BUILDERS S | SUPPLY, INC. AGRICULTURA | AL SUPPLIES MATERIALS | 3 | 5540 03312015 | 3/31/2015 | 4/17/2015 | 94.41 |
| 341 BLUE RIDGE BUILDERS S | SUPPLY, INC. GENERAL MAT | TERIALS AND MATERIALS | 3 | 5540 03312015 | 3/31/2015 | 4/17/2015 | 92.40 |
| 342 BROWN MOTOR PARTS, | INC. VEHICLES REI | P & MAINT SUPPLIES | | ID60164 | 3/17/2015 | 4/17/2015 | 17.14 |
| 343 BROWN'S LOCK & SAFE | BLDGS EQUIP | REP & MAINT KEY | | 219717 | 3/27/2015 | 4/17/2015 | 20.34 |
| 344 CAMPBELL EQUIPMENT, | INC. VEHICLES REI | P & MAINT TIRE | | 04232015 | 4/23/2015 | 4/30/2015 | 92.49 |
| 345 CAPITAL TRISTATE | GENERAL MA | TERIALS AND SUPPLIES | | S021611431001 | 3/23/2015 | 4/2/2015 | 531.24 |
| 346 CENTURYLINK | TELECOMMUN | NICATIONS PHONE | | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| 347 CII SERVICE | BLDGS EQUIP | | | 03192015 | 3/19/2015 | 4/17/2015 | 19,737.14 |
| 348 CINTAS | LAUNDRY AND | D DRY UNIFORMS | 1 | 39463627 | 3/19/2015 | 4/2/2015 | 832.19 |

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| | County of Fluvanna | Fi | rom Date: | 4/1/2015 | | | | | . munis |
| 2 | Accounts Payable List | T | o Date: | 4/30/2015 | | | | | a tyler erp solution |
| | , and the second | Oh T- | D | | Investor Neurobean | Invesion Date | Oh a ala Bata | | Ole a also A sus a susset |
| 4 | Vendor Name | Charge To | Description | | Invoice Number | Invoice Date | Check Date | • | Check Amount |
| | COMMONWEALTH BUILDING | GENERAL MATERIALS AND | SUPPLIES | | 16241 | 4/1/2015 | 4/17/2015 | | 36.99 |
| | COMMONWEALTH DISTRIBUTION, LLC. | | SUPPLIES | | 46346 | 4/22/2015 | 4/30/2015 | | 2,686.95 |
| | COMMUNITY INTERFACE | AGRICULTURAL SUPPLIES | MULCH | | 042820015 | 4/28/2015 | 4/30/2015 | | 435.00 |
| | CURTIS PUTNAM | GENERAL MATERIALS AND | REIMBURSME | | 03272015 | 3/27/2015 | 4/3/2015 | | 15.77 |
| | DRAPER ADEN ASSOCIATES | PROFESSIONAL SERVICES | | IAL SERVICES | R13457R05 | 2/28/2015 | 4/30/2015 | | 2,800.00 |
| | E.W. THOMAS | GENERAL MATERIALS AND | SUPPLIES | | 03312015 | 4/7/2015 | 4/17/2015 | | 5.58 |
| | FLUVANNA ACE HARDWARE | GENERAL MATERIALS AND | SUPPLIES | | 127 03312015 | 3/31/2015 | 4/17/2015 | | 290.49 |
| | GARDENKEEPERS OF VIRGINIA, LLC. | CONTRACT SERVICES | PLANT MAINT | | 5899 | 4/4/2015 | 4/30/2015 | | 180.00 |
| | GARY OSTEEN PLUMBING | CONTRACT SERVICES | COMMUNITY | CENTER | 04132015 | 4/13/2015 | 4/17/2015 | | 3,640.50 |
| | INKLINGS SCREEN PRINTING | CONTRACT SERVICES | DECALS | | 7035 | 4/1/2015 | 4/17/2015 | | 150.00 |
| | JOHN VAUGHAN | BLDGS EQUIP REP & MAINT | DOOR SLAB | | 2286 | 2/24/2015 | 4/2/2015 | | 1,915.00 |
| | JONES AUTOMOTIVE/ALL STAR AUTO | VEHICLES REP & MAINT | MATERIALS | | 33848 | 3/31/2015 | 4/17/2015 | | 577.39 |
| | LANDSCAPE SUPPLY, INC. | AGRICULTURAL SUPPLIES | SUPPLIES | | 0499551IN | 3/23/2015 | 4/17/2015 | | 2,592.12 |
| | LEGACY SIGNS & GRAPHICS | CONTRACT SERVICES | CARYSBROO | K SIGN | 2015221 | 2/20/2015 | 4/2/2015 | | 1,252.03 |
| | LOWE'S | GENERAL MATERIALS AND | SUPPLIES | | 03252015 | 3/25/2015 | 4/17/2015 | | 281.02 |
| | M & N INDUSTRIES, INC. | BLDGS EQUIP REP & MAINT | HITCH MOD | | 6592 | 3/27/2015 | 4/2/2015 | | 175.00 |
| | PAPCO, INC | VEHICLE FUEL | GAS | | 03312015 | 3/31/2015 | 4/17/2015 | | 1,169.55 |
| | • | BLDGS EQUIP REP & MAINT | BASEBOARD | HEATER | 6240 | 3/28/2015 | 4/17/2015 | | 1,918.00 |
| | SHULL'S AUTOMOTIVE, INC. | VEHICLES REP & MAINT | INSPECTOIN | | 10015179 | 2/24/2015 | 4/2/2015 | | 80.00 |
| | T.G.'S LOCK & SAFE SERVICE | BLDGS EQUIP REP & MAINT | LOCKS | | 02/23/2015 | 2/23/2015 | 4/30/2015 | | 1,200.00 |
| | TJL ENVIRONMENTAL HEALTH | BLDGS EQUIP REP & MAINT | | IAL SERVCIES | FLUCO3152 | 3/23/2015 | 4/2/2015 | | 1,215.00 |
| | TRACTOR HILL EQUIPMENT, LLC. | BLDGS EQUIP REP & MAINT | DECAL | | 2827 | 3/27/2015 | 4/2/2015 | | 1,459.37 |
| | TRACTOR HILL EQUIPMENT, LLC. | MACHINERY AND EQUIPMEN | | | 2702 | 3/25/2015 | 4/2/2015 | | 500.00 |
| | USABLUEBOOK | BLDGS EQUIP REP & MAINT | SUPPLIES | | 530789 | 2/2/2015 | 4/30/2015 | | 45.95 |
| | VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTAN | NCE | T282650 | 1/28/2015 | 4/2/2015 | | 5.18 |
| 374 | VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | | 9742544739 | 3/19/2015 | 4/17/2015 | | 230.61 |
| 375 | WAGNER'S MOBILE GLASS & MIRROR | BLDGS EQUIP REP & MAINT | WINDOW | | 04152015 | 4/15/2015 | 4/30/2015 | | 75.00 |
| | WAGNER'S MOBILE GLASS & MIRROR | VEHICLES REP & MAINT | WINDSHIELD | | 1006224 | 3/27/2015 | 4/17/2015 | | 285.00 |
| 377 | | | | | | | Tota | l: | \$49,971.39 |
| 378 | | | | | | | | | |
| | GENERAL SERVICES | | 0 1 10 | | 07040 | 0/40/0045 | | | 4 00 - 00 |
| | AMELIA OVERHEAD DOOR | MAINTENANCE CONTRACTS | | or Maintenance & Em | 97318 | 3/16/2015 | 4/2/2015 | | 1,935.00 |
| | AQUA VIRGINIA, INC. | WATER SERVICES | WATER | | APRIL 2015 | 4/7/2015 | 4/17/2015 | | 397.04 |
| | BOSLEY CROWTHER | LEASE/RENT | LEASE | | 050122015 | 4/17/2015 | 4/17/2015 | | 2,000.00 |
| | CENTRAL VA ELECTRIC COOP | ELECTRICAL SERVICES | ELECTRIC | | APRIL 2015 | 4/6/2015 | 4/17/2015 | | 8,385.03 |
| | CENTRAL VA ELECTRIC COOP | STREET LIGHTS | ELECTRIC | | APRIL 2015 | 4/6/2015 | 4/17/2015 | | 88.55 |
| | CENTURYLINK 589-8525 | TELECOMMUNICATIONS | PAY PHONE | | A320407 | 3/25/2015 | 4/17/2015 | | 50.00 |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | | 309762613 03162015 | 3/16/2015 | 4/2/2015 | | 1,979.32 |
| | CII SERVICE | MAINTENANCE CONTRACTS | CONTRACT | 1001150 | 6762 | 3/16/2015 | 4/2/2015 | | 4,874.00 |
| | CINTAS | MAINTENANCE CONTRACTS | FIRST AID SU | IPPLIES | 5002611027 | 2/19/2015 | 4/2/2015 | | 203.26 |
| | DOMINION VIRGINIA POWER | ELECTRICAL SERVICES | ELECTRIC | | MAY 2015 | 3/26/2015 | 4/17/2015 | | 13,470.00 |
| | DOMINION VIRGINIA POWER | STREET LIGHTS | ELECTRIC | | MAY 2015 | 3/26/2015 | 4/17/2015 | | 464.54 |
| 391 | FORK UNION SANITARY DISTRICT | WATER SERVICES | SEWER | | FEB 2015 | 3/23/2015 | 4/2/2015 | | 2,247.00 |

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| County of Fluvanna | | om Date: 4/1/2015 | | | | w. munis |
| Accounts Payable List | To | Date: 4/30/2015 | 5 | | | a tyler etp solution |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 392 GENERATOR SERVICE COMPANY | MAINTENANCE CONTRACTS | SERVICE | 14821 | 4/16/2015 | 4/30/2015 | 3,904.18 |
| 393 REPUBLIC SERVICES #410 | MAINTENANCE CONTRACTS | TRASH | 410000577703 | 3/31/2015 | 4/17/2015 | 1,172.89 |
| 394 SHENANDOAH VALLEY WATER | WATER SERVICES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 69.65 |
| 395 TECHNIRAIN LIGHTING AND | MAINTENANCE CONTRACTS | LABOR | 511 | 4/13/2015 | 4/30/2015 | 213.85 |
| 396 THE BLOSSMAN COMPANIES, INC. | HEATING SERVICES | PROPANE | 304485 | 3/13/2015 | 4/2/2015 | 2,948.55 |
| 397 THYSSENKRUPP ELEVATOR | MAINTENANCE CONTRACTS | ELEVATOR | 3001770003 | 4/1/2015 | 4/17/2015 | 1,363.93 |
| 398 TIGER FUEL COMPANY | HEATING SERVICES | HEATING OIL | 494409 | 3/26/2015 | 4/17/2015 | 3,517.37 |
| 399 TREASURER, FLUVANNA CO | SEWER SERVICES | SEWER | FEB 2015 | 2/28/2015 | 4/2/2015 | 448.21 |
| 400 | | | | | Total: | \$49,732.37 |
| 401 | | | | | | , ,, - |
| 402 PUBLIC WORKS | TELECOMMUNICATIONS | DUONE | 200702042 02402045 | 0/40/0045 | 4/0/0045 | 44.04 |
| 403 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 14.04 |
| 404 MANSFIELD OIL COMPANY OF | VEHICLE FUEL | GAS | SQLCD2015 | 3/31/2015 | 4/17/2015 | 79.90 |
| 405 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 103.35 |
| 406 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | EQUIPMENT | 16771134 | 3/31/2015 | 4/17/2015 | 234.09 |
| 407 408 | | | | | Total: | \$431.38 |
| 409 CONVENIENCE CENTER | | | | | | |
| 410 BFI - FLUVANNA TRANSFER STATION | CONTRACT SERVICES | TRASH | 5616 | 3/15/2015 | 4/2/2015 | 7,740.61 |
| 411 CAROLINA SOFTWARE | BLDGS EQUIP REP & MAINT | SUPPORT | 57338 | 4/1/2015 | 4/17/2015 | 250.00 |
| 412 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 310392717 03162015 | 3/16/2015 | 4/17/2015 | 117.13 |
| 413 GARY OSTEEN PLUMBING | BLDGS EQUIP REP & MAINT | LANDFILL REPAIR | 04202015 | 4/28/2015 | 4/30/2015 | 220.00 |
| | | | | | | |
| 414 MO-JOHNS, INC. | LEASE/RENT | PORT A JOHN | 88219 | 3/16/2015 | 4/2/2015 | 120.00 |
| 415 TRACTOR HILL EQUIPMENT, LLC. | BLDGS EQUIP REP & MAINT | PARTS | 3552 | 4/8/2015 | 4/17/2015 | 1,194.86 |
| 416 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 30.39 |
| 417 418 | | | | | Total: | \$9,672.99 |
| 419 LANDFILL POST CLOSURE | | | | | | |
| 420 DRAPER ADEN ASSOCIATES | PROFESSIONAL SERVICES | PROFESSIONAL SERVICE | 2015020368 | 2/28/2015 | 4/2/2015 | 4,200.00 |
| 421 | | | | | Total: | \$4,200.00 |
| 422 | | | | | | . , |
| 423 HEALTH | | | | | | |
| 424 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 157.85 |
| 425 THOMAS JEFFERSON HEALTH | CONTRACT SERVICES | ALLOCATION | 4TH QTR | 4/1/2015 | 4/2/2015 | 64,358.75 |
| 426 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 14.21 |
| 427 | | 20110 210 17 11 102 | . 202000 | 0,_0 .0 | Total: | \$64,530.81 |
| 428 | | | | | - 101411 | ψο 1,000.01 |
| 429 VJCCCA | | | | | | |
| 430 DETOUR MENTORING | PROFESSIONAL SERVICES | MENTORING | MARCH 2015 | 3/31/2015 | 4/17/2015 | 600.00 |
| 431 | I NOI LOGIONAL GLIVIOES | WENT OR WIND | WARGIT 2015 | 0/0 1/2010 | 4/1//2015 Total: | \$600.00 |
| 432 | | | | | TOTAL: | φουυ.υυ |
| 433 CSA | | | | | | |
| 434 BANK OF AMERICA | OFFICE SUPPLIES | MONTHLY STATEMENT | MEYERS | 3/31/2015 | 4/20/2015 | 77.11 |
| TOTIDAIN OF AWENICA | OI FICE SUFFLIES | WONTHLESTATEMENT | IVIE TERS | 3/3/1/2013 | 4/20/2013 | 11.11 |

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| County of Fluvanna | F | rom Date: | 4/1/2015 | | | | ofi. munis |
| Accounts Payable List | Т | o Date: | 4/30/2015 | | | | a tyler erp solution |
| 4 Vendor Name | Charge To | Description | | Invoice Number | Invoice Date | Check Date | Check Amount |
| 435 BANK OF AMERICA | SUBSISTENCE & LODGING | MONTHLY ST | ATEMENT | MEYERS | 3/31/2015 | 4/20/2015 | 10.90 |
| 436 CENTURYLINK | TELECOMMUNICATIONS | PHONE | | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 7.02 |
| 437 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER LEAS | SE - CSA | 16712101 | 4/15/2015 | 4/17/2015 | 52.24 |
| 438 | | | | | | Total: | \$147.27 |
| 439 | | | | | | | |
| 440 CSA PURCHASE OF SERVICES | | | | | | | |
| 441 ADDICTION RECOVERY SYSTEMS, | COMM SVCS | | | P03030697654 | 3/31/2015 | 4/17/2015 | 201.50 |
| 442 ALLIED INSTRUCTIONAL SERVICES | POS MANDATED SPED- | | | P01000769149 | 1/31/2015 | 4/17/2015 | 612.75 |
| 443 BLUE RIDGE RESOLUTIONS, PLLC | COMM SVCS | | | P03030699359 | 3/31/2015 | 4/17/2015 | 1,650.00 |
| 444 CHILD CONNECTION DEVELOPMENT | COMM SVCS | | | P03030706759 | 3/31/2015 | 4/29/2015 | 796.00 |
| 445 COMMUNITY ATTENTION CENTER | COMM SVCS | | | P07000771858 | 7/31/2014 | 4/2/2015 | 1,800.00 |
| 446 COMPASS YOUTH & FAMILY SERVICES | S COMM SVCS | | | P02030692452 | 2/28/2015 | 4/2/2015 | 8,217.50 |
| 447 | COMM SVCS | | | P03030702260 | 3/31/2015 | 4/17/2015 | 375.00 |
| 448 DETOUR MENTORING | COMM SVCS | | | P02000772753 | 2/28/2015 | 4/2/2015 | 6,300.00 |
| 449 DETOUR MENTORING | COMM SVCS. TRANSITION | | | P03000770861 | 3/31/2015 | 4/17/2015 | 1,500.00 |
| 450 DETOUR MENTORING | POS MAND SVCS IN PUBLIC | | | P03000761963 | 3/31/2015 | 4/17/2015 | 700.00 |
| 451 DISCOVERY SCHOOL | RES. CONG. CARE | | | P02000772668 | 2/28/2015 | 4/2/2015 | 37,000.00 |
| 452 | COMM SVCS | | | P03030704358 | 3/31/2015 | 4/17/2015 | 360.00 |
| 453 ED MURPHY & ASSOCIATES | EDUC SVCS CONG CARE | | | P01000772965 | 1/31/2015 | 4/2/2015 | 5,440.00 |
| 454 ELK HILL | COMM SVCS | | | P03000773761 | 3/31/2015 | 4/29/2015 | 1,110.00 |
| 455 ELK HILL | POS MANDATED SPED- | | | P03000757651 | 3/31/2015 | 4/29/2015 | 17,700.00 |
| 456 FAMILY PRESERVATION SERV. | COMM SVCS | | | P02000770654 | 2/28/2015 | 4/2/2015 | 13,235.00 |
| 457 FLUVANNA CO SCHOOL SYSTEM | COMM SVCS | | | P03000770157 | 3/31/2015 | 4/17/2015 | 15.00 |
| 458 FLUVANNA DEPARTMENT OF SOCIAL | COMM SVCS | | | P03030707162 | 3/24/2015 | 4/29/2015 | 59.99 |
| 459 GRAFTON INTERGRATED HEALTH | EDUC SVCS CONG CARE | | | P01000775066 | 1/31/2015 | 4/2/2015 | 6,643.00 |
| 460 GRAFTON INTERGRATED HEALTH | RES. CONG. CARE | | | P10000768172 | 10/31/2014 | 4/2/2015 | 1,037.00 |
| 461 | COMM SVCS | | | P03000774259 | 3/31/2015 | 4/2/2015 | 240.00 |
| 462 KEYSTONE NEWPORT NEWS, LLC. | EDUC SVCS CONG CARE | | | P02000772064 | 2/28/2015 | 4/2/2015 | 10,500.00 |
| 463 KEYSTONE NEWPORT NEWS, LLC. | RES. CONG. CARE | | | P12000772170 | 12/31/2014 | 4/29/2015 | 27,280.00 |
| 464 LAFAYETTE SCHOOL, INC. | POS MANDATED SPED- | | | P03000769650 | 3/31/2015 | 4/17/2015 | 43,550.00 |
| 465 NATIONAL COUNSELING GROUP | COMM SVCS | | | P02030703355 | 2/28/2015 | 4/2/2015 | 90.00 |
| 466 PEOPLE PLACES, INC. | COMM SVCS | | | P03030702464 | 3/31/2015 | 4/29/2015 | 1,175.00 |
| 467 PEOPLE PLACES, INC. | POS MAND SPEC FC | | | P03030674775 | 3/31/2015 | 4/29/2015 | 3,554.81 |
| 468 PEOPLE PLACES, INC. | TFC LIC. RES CONG CARE | | | P03030701176 | 3/31/2015 | 4/29/2015 | 224.00 |
| 469 | COMM SVCS | | | P01000770757 | 1/31/2015 | 4/29/2015 | 1,170.00 |
| 470 | POS MAND SVCS IN PUBLIC | | | P01000762079 | 1/31/2015 | 4/29/2015 | 255.00 |
| 471 | COMM SVCS | | | P03030698155 | 3/31/2015 | 4/17/2015 | 170.00 |
| 472 | COMM SVCS | | | P12000765751 | 12/31/2014 | 4/2/2015 | 360.00 |
| 473 THE FAISON SCHOOL FOR AUTISM, | POS MANDATED SPED- | | | P03000768352 | 3/31/2015 | 4/29/2015 | 11,920.00 |
| 474 UNITED METHODIST FAMILY | TFC LIC. RES CONG CARE | | | P10030704474 | 10/3/2014 | 4/2/2015 | 9,288.60 |
| 475 VA HOME FOR BOYS & GIRLS | EDUC SVCS CONG CARE | | | P03000766269 | 3/31/2015 | 4/29/2015 | 3,800.00 |
| 476 VA HOME FOR BOYS & GIRLS | RES. CONG. CARE | | | P02000758571 | 2/28/2015 | 4/2/2015 | 14,101.00 |
| 477 VIRGINIA INSTITUTE OF AUTISM | POS MANDATED SPED- | | | P03000770951 | 3/31/2015 | 4/17/2015 | 16,693.75 |

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| County of Fluvanna | | rom Date: 4/1/2015 | | | | |
| Accounts Payable List | Т | o Date: 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 478 | | | | | Total: | \$249,124.90 |
| 479 | | | | | | |
| 480 PARKS & RECREATION | | | | | | |
| 481 ASHLEIGH MORRIS | PROFESSIONAL SERVICES | DOG CLASS | 27 04152015 | 4/17/2015 | 4/30/2015 | 480.00 |
| 482 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | LOWANDE 03312015 | 3/31/2015 | 4/20/2015 | 105.00 |
| 483 BANK OF AMERICA | DUES OR ASSOCIATION | MONTHLY STATEMENT | PACE 03312015 | 3/31/2015 | 4/20/2015 | 608.00 |
| 484 BANK OF AMERICA | FURNITURE & FIXTURES | MONTHLY STATEMENT | SMITH 03312015 | 3/31/2015 | 4/20/2015 | 476.48 |
| 485 BANK OF AMERICA | PROFESSIONAL SERVICES | MONTHLY STATEMENT | SMITH 03312015 | 3/31/2015 | 4/20/2015 | 300.00 |
| 486 BANK OF AMERICA | RECREATIONAL SUPPLIES | MONTHLY STATEMENT | PACE 03312015 | 3/31/2015 | 4/20/2015 | 952.45 |
| 487 BANK OF AMERICA | SITE IMPROVEMENTS | MONTHLY STATEMENT | SMITH 03312015 | 3/31/2015 | 4/20/2015 | 520.00 |
| 488 BSN SPORTS, INC. | RECREATIONAL SUPPLIES | SUPPLIES | 96803474 | 4/24/2015 | 4/30/2015 | 176.50 |
| 489 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309373828 031615 | 3/16/2015 | 4/2/2015 | 1,172.47 |
| 490 CINTAS | CONTRACT SERVICES | FIRST AID SUPPLIES | 5002767316 | 3/18/2015 | 4/2/2015 | 44.03 |
| 491 DEVI PETERSON | PROFESSIONAL SERVICES | YOGA | 25 | 3/30/2015 | 4/2/2015 | 266.70 |
| 492 E.W. THOMAS | RECREATIONAL SUPPLIES | SUPPLIES | 3468 | 4/9/2015 | 4/17/2015 | 382.35 |
| 493 FLUVANNA REVIEW | ADVERTISING | ADS | 2015F1516 | 4/16/2015 | 4/30/2015 | 247.00 |
| 494 HEALTH NUTZ | PROFESSIONAL SERVICES | WATER CLASSES | 206 | 3/30/2015 | 4/2/2015 | 168.00 |
| 495 HEATHER ANTONACCI | PROFESSIONAL SERVICES | RIDING | 26 03282015 | 4/1/2015 | 4/2/2015 | 140.00 |
| 496 IMAGE DESIGNERS, INC. | RECREATIONAL SUPPLIES | UNIFORMS | 058884 | 4/22/2015 | 4/30/2015 | 138.75 |
| 497 JOHN VAUGHAN | CONTRACT SERVICES | LABOR AND PARTS | 2299 | 4/2/2015 | 4/17/2015 | 400.00 |
| 498 LANDSCAPE SUPPLY, INC. | SITE IMPROVEMENTS | SUPPLIES | 0081323IN | 4/17/2015 | 4/30/2015 | 393.40 |
| 499 METAMORPHOSIS | RECREATIONAL SUPPLIES | FACE PAINT | M3467 | 4/1/2015 | 4/2/2015 | 150.00 |
| 500 MO-JOHNS, INC. | CONTRACT SERVICES | PORT A JOHN | 82077 | 3/2/2015 | 4/2/2015 | 343.37 |
| 501 NICOLE ROWLAND | PROFESSIONAL SERVICES | BODY ART | 3469 | 4/9/2015 | 4/17/2015 | 450.00 |
| 502 ORANGE-MADISON COOP | RECREATIONAL SUPPLIES | SUPPLIES | 40465 | 4/15/2015 | 4/30/2015 | 430.00 |
| 503 ORIENTAL TRADING CO., INC. | RECREATIONAL SUPPLIES | SENIOR SUPPLIES | 67004623401 | 2/3/2015 | 4/2/2015 | 506.85 |
| 504 PAPCO, INC | VEHICLE FUEL | GAS | 03312015 | 3/31/2015 | | |
| , | | | | | 4/17/2015 | 157.12 |
| 505 PROTECT YOUTH SPORTS | PROFESSIONAL SERVICES | BACKGROUND CHECK | 352754 | 4/1/2015 | 4/17/2015 | 23.85 |
| 506 RUHLMAN'S HAULING | SITE IMPROVEMENTS | CRUSH RUN | 04032015 | 3/16/2015 | 4/17/2015 | 201.80 |
| 507 S & S WORLDWIDE, INC. | RECREATIONAL SUPPLIES | OKANTERS | 8545664 | 4/10/2015 | 4/30/2015 | 128.29 |
| 508 SAMS CLUB/GEMB | RECREATIONAL SUPPLIES | EASTER CELEBRATION | 3639934374 | 3/31/2015 | 4/2/2015 | 189.40 |
| 509 SHENANDOAH PUBLICATIONS, INC. | PRINTING AND BINDING | PROGRAM GUIDE | 37401 | 4/2/2015 | 4/30/2015 | 1,167.65 |
| 510 SHENANDOAH VALLEY WATER | CONTRACT SERVICES | WATER | 04/01/2015 | 4/15/2015 | 4/17/2015 | 126.05 |
| 511 STAPLES CONTRACT & COMMERCIAL, | | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 105.00 |
| 512 STAPLES CONTRACT & COMMERCIAL, | | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 212.71 |
| 513 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 49.82 |
| 514 VERIZON BUSINESS/MCI COMM | TELECOMMUNICATIONS | LONG DISTANCE | 2EG69887 | 3/11/2015 | 4/2/2015 | 232.97 |
| 515 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | Copier Lease - Pleasant Grove | 16734924 | 3/24/2015 | 4/2/2015 | 518.19 |
| 516 VIRGINIA RECREATION & PARK | POSTAL SERVICES | SHIPPING | 22691 | 3/20/2015 | 4/2/2015 | 14.00 |
| 517 VIRGINIA RECREATION & PARK | RECREATIONAL SUPPLIES | TICKETS | 22687 | 4/27/2015 | 4/30/2015 | 490.00 |
| 518 | | | | | Total: | \$12,082.18 |
| 519 | | | | | | |
| 520 LIBRARY | | | | | | |

| A | ВС | | F | G | Н | J J |
|------------------------------------|-----------------------|--------------------------------|--------------------|---------------|------------|--------------|
| County of Fluvanna | | rom Date: 4/1/2015 | | | | 45. munis |
| Accounts Payable List | T | o Date: 4/30/2015 | | | | |
| 4 Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 521 AMAZON.COM | BOOKS/PUBLICATIONS | BOOKS | 03102015 | 3/10/2015 | 4/2/2015 | 8,681.39 |
| 522 BANK OF AMERICA | BOOKS/PUBLICATIONS | MONTHLY STATEMENT | HOFFMAN 03312015 | 3/31/2015 | 4/20/2015 | 26.34 |
| 523 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309647441 0316 | 3/16/2015 | 4/2/2015 | 2,918.37 |
| 524 DEMCO | OFFICE SUPPLIES | SUPPLIES | 5559286 | 3/26/2015 | 4/17/2015 | 361.98 |
| 525 MICROMARKETING LLC | BOOKS/PUBLICATIONS | BOOKS | 566114 | 3/18/2015 | 4/2/2015 | 177.24 |
| 526 SHENANDOAH VALLEY WATER | LEASE/RENT | WATER | 34176 | 4/1/2015 | 4/30/2015 | 10.00 |
| 527 SHENANDOAH VALLEY WATER | MAINTENANCE CONTRACTS | WATER | 34176 | 4/1/2015 | 4/30/2015 | 30.75 |
| 528 SHOWCASES | OFFICE SUPPLIES | SUPPLIES | 284867 | 3/24/2015 | 4/2/2015 | 331.61 |
| 529 STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | D01793271519 | 3/24/2015 | 4/2/2015 | 346.14 |
| 530 USA TODAY | BOOKS/PUBLICATIONS | SUBSCRIPTION | VN71287 | 4/14/2015 | 4/17/2015 | 293.58 |
| 531 | | | | | Total: | \$13,177.40 |
| 532 | | | | | - | |
| 533 COUNTY PLANNER | | | | | | |
| 534 AMERICAN PLANNING ASSOCIATION | DUES OR ASSOCIATION | MEMBERSHIP | 2488931545 | 4/19/2015 | 4/30/2015 | 276.00 |
| 535 BANK OF AMERICA | OFFICE SUPPLIES | MONTHLY STATEMENT | STEWART 03312015 | 3/31/2015 | 4/20/2015 | 31.17 |
| 536 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 17.56 |
| 537 JAY LINDSEY | MILEAGE ALLOWANCES | REIMBURSMENT | JL03182015 | 3/18/2015 | 4/2/2015 | 25.76 |
| 538 MANSFIELD OIL COMPANY OF | VEHICLE FUEL | GAS | SQLCD2015 | 3/31/2015 | 4/17/2015 | 22.78 |
| 539 PAPCO, INC | VEHICLE FUEL | GAS | 03312015 | 3/31/2015 | 4/17/2015 | 122.18 |
| 540 STAPLES CONTRACT & COMMERCIAL, | OFFICE SUPPLIES | SUPPLIES | 8033872407 | 4/4/2015 | 4/30/2015 | 115.04 |
| 541 TIMMONS GROUP | CONTRACT SERVICES | PROFESSIONAL SERVICE | 167580 | 3/10/2015 | 4/2/2015 | 1,800.00 |
| 542 VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 10.20 |
| 543 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 99.64 |
| 544 VIRGINIA BUSINESS SYSTEMS | LEASE/RENT | COPIER LEASE - PLANNING & ZONI | 16734922 | 4/6/2015 | 4/17/2015 | 373.96 |
| 545 | | | | | Total: | \$2,894.29 |
| 546 | | | | | - | |
| 547 PLANNING COMMISSION | | | | | | |
| 548 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | STEWART 03312015 | 3/31/2015 | 4/20/2015 | 500.00 |
| 549 FLUVANNA REVIEW | ADVERTISING | AD | 2015F1139 | 3/12/2015 | 4/2/2015 | 446.00 |
| 550 LEWIS JOHNSON | MILEAGE ALLOWANCES | REIMBURSMENT | LJ04222015 | 4/22/2015 | 4/30/2015 | 100.80 |
| 551 LEWIS JOHNSON | SUBSISTENCE & LODGING | REIMBURSMENT | LJ04222015 | 4/22/2015 | 4/30/2015 | 29.11 |
| 552 | | | | | Total: | \$1,075.91 |
| 553 | | | | | | |
| 554 BOARD OF ZONING APPEALS | | | | | | |
| 555 HALASZ REPORTING & VIDEO | PROFESSIONAL SERVICES | TRANSCRIPT | 6010 | 3/26/2015 | 4/17/2015 | 934.00 |
| 556 | | | | | Total: | \$934.00 |
| 557 | | | | | | |
| 558 ECONOMIC DEVELOPMENT | 00111/51/51/51/51 | | DODOUMOT | 0.10.4.15.5.1 | | |
| 559 BANK OF AMERICA | CONVENTION AND | MONTHLY STATEMENT | POPOWICZ 03312015 | 3/31/2015 | 4/20/2015 | 229.94 |
| 560 BANK OF AMERICA | PROFESSIONAL SERVICES | MONTHLY STATEMENT | NICHOLAS 03312015 | 3/31/2015 | 4/20/2015 | 97.06 |
| 561 BANK OF AMERICA | SUBSISTENCE & LODGING | MONTHLY STATEMENT | POPOWICZ 03312015 | 3/31/2015 | 4/20/2015 | 218.06 |
| 562 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 3.51 |
| 563 VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 49.82 |

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|----------------------------------|--------------------------|--------------------------------|--------------------|--------------|-------------|-------------------|
| County of Fluvanna | | rom Date: 4/1/2015 | | | | |
| Accounts Payable List | | o Date: 4/30/2015 | | | | a syrar orp acres |
| Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amou |
| 4 | | | | - | Total: | \$598.3 |
| 5 | | | | - | | |
| O VA COOPERATIVE EXTENSION | | | | | | |
| 7 CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309762613 03162015 | 3/16/2015 | 4/2/2015 | 17. |
| E.W. THOMAS | OTHER OPERATING | 4H SUPPLIES | 03102015 4H | 3/23/2015 | 4/2/2015 | 14. |
| FAYE ANDERSON | CONTRACT SERVICES | REIMBURSMENT | VCE80140 | 3/3/2015 | 4/2/2015 | 74. |
| 0 FLUVANNA ACE HARDWARE | AGRICULTURAL SUPPLIES | SUPPLIES | VCE80444 | 4/17/2015 | 4/30/2015 | 175. |
| 1 FLUVANNA ACE HARDWARE | CONTRACT SERVICES | KEY | 045558 | 3/23/2015 | 4/2/2015 | 33.0 |
| 2 INKLINGS SCREEN PRINTING | CONTRACT SERVICES | SCROLL SIGN | 7037 | 3/15/2015 | 4/30/2015 | 87. |
| JOHN THOMPSON | CONTRACT SERVICES | REIMBURSMENT | VCE80142 | 4/20/2015 | 4/30/2015 | 83.7 |
| 4 KIMBERLY MAYO | OTHER OPERATING | 4H SUPPLIES | VCE80139 | 3/23/2015 | 4/2/2015 | 78.4 |
| VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 18.6 |
| ỗ ∨ESA | CONTRACT SERVICES | REGISTRATION | VCE80141 | 4/14/2015 | 4/30/2015 | 70.0 |
| 7 | | | | | Total: | \$654.3 |
| 8 | | | | - | | , |
| NON PROFITS | | | | - | | |
| BANK OF AMERICA | YOUTH ADVISORY COUNCIL | MONTHLY STATEMENT | MEYERS | 3/31/2015 | 4/20/2015 | 44. |
| 1 JAUNT, INC. | JAUNT | ALLOCATION | 4TH QTR | 4/1/2015 | 4/2/2015 | 18,035.2 |
| 2 JEFFERSON AREA BOARD FOR AGING | | ALLOCATION | 4TH QTR | 4/1/2015 | 4/2/2015 | 20,986.2 |
| 3 JEFFERSON AREA CHIP | JEFFERSON AREA CHIP | ALLOCATION | 4HT QTR | 4/1/2015 | 4/2/2015 | 12,750.0 |
| | MACAA | ALLOCATION | 4TH QTR | 4/1/2015 | 4/2/2015 | 12,478.2 |
| 5 REGION 10 CSB | REGION TEN COMMUNITY | ALLOCATION | 4TH QTR | 4/1/2015 | 4/2/2015 | 22,312.5 |
| | | | 4TH QTR | 4/1/2015 | 4/2/2015 | * |
| 7 | T J PLANNING DIST. COMM. | ALLOCATION | 4IH QIR | 4/1/2015 | | 7,995.7 |
| | | | | - | Total: | \$94,602.7 |
| <u>8</u> 9 | | | | | | 40.10.000 |
| | | - | 100 (| GENERAL FUND | Fund Total: | \$948,308.2 |
| Fund # - 302 CAPITAL IMPROVEMENT | | | | | | |
| 1 E911 CAPITAL PROJECT | | | | | | |
| 2 CLEAR COMMUNICATIONS AND | CONTRACT SERVICES | ANTENNA SYSTEM FOR MOBILE RADI | 104309 | 3/30/2015 | 4/30/2015 | 2,990.5 |
| MOTOROLA SOLUTIONS, INC. | CONTRACT SERVICES | MOBILE RADIO SYSTEM - FLUVANNA | 13055340 | 3/17/2015 | 4/30/2015 | 19,466.0 |
| 4 | | | | <u>-</u> | Total: | \$22,456. |
| 5 | | | | - | | |
| 6 FACILITIES CAP PROJ | | | | | | |
| 7 BFPE INTERNATIONAL | CONTRACT SERVICES | SPRINKLER | 1820634 | 3/17/2015 | 4/2/2015 | 290.0 |
| BOBCAT OF RICHMOND | CONTRACT SERVICES | UTILITY TRAILER | 04102015 | 4/10/2015 | 4/17/2015 | 6,869.2 |
| CHARLES EDWARD GARRISON, II | CONTRACT SERVICES | PAINT ENVIROMENTAL HEALTH | 04062015 | 3/15/2015 | 4/17/2015 | 1,195.0 |
| O CII SERVICE | CONTRACT SERVICES | SERVICE | 6846 | 3/27/2015 | 4/17/2015 | 22,818.0 |
| 1 DAVID W. GOURLEY | CONTRACT SERVICES | INSTALL BLINDS HEALTH DEPT | 040620015 | 4/6/2015 | 4/17/2015 | 732.0 |
| | CONTRACT SERVICES | MACAA REPAIRS | 04282015 | 4/28/2015 | 4/30/2015 | 857.7 |
| 2 GARY OSTEEN PLUMBING | | | | | | |
| _ | CONTRACT SERVICES | SWITCH FANS | 6244 | 3/28/2015 | 4/17/2015 | 3,445.0 |

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|-----|---|---|--------------------------------|-------------------|-----------------------|------------------------|----------------------|
| | County of Fluvanna | Fi | rom Date: 4/1/2015 | | | | ti. munis |
| 2 | Accounts Payable List | To | Date: 4/30/2015 | | | | a tyler erp solution |
| 4 | Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| | DRAPER ADEN ASSOCIATES | PROFESSIONAL SERVICES | HYDROGEOLOGICAL STUDY - PHASE | 2015020115 | 3/28/2015 | 4/17/2015 | 2,760.00 |
| | RUMMEL, KLEPPER, & KAHL, LLP. | CONTRACT SERVICES | ZIONS WATER & SEWER PER | 07 | 4/15/2015 | 4/30/2015 | 5,272.50 |
| 609 | | | | | | Total: | \$8,032.50 |
| 610 | 1 | | | | - | | . , |
| 611 | SCHOOL OPS & MAINT CAP PROJ | | | | - | | |
| | DRAPER ADEN ASSOCIATES | PROFESSIONAL SERVICES | Middle School Renovation - A/E | RI3457C04 | 4/21/2015 | 4/30/2015 | 30,327.62 |
| 613 | LOWE'S | CONTRACT SERVICES | BUS RADIO | 02112 01152 | 3/27/2015 | 4/30/2015 | 71.84 |
| 614 | QUALITY CCTV SYSTEMS, INC. | CONTRACT SERVICES | UPDATE EQUIPMENT | 13449 | 2/27/2015 | 4/3/2015 | 11,828.00 |
| 615 | | | | | | Total: | \$42,227.46 |
| 616 | | | | | _ | | |
| 617 | SCHOOL TECH CAP PROJ | | | | _ | | |
| | CDW GOVERNMENT, INC. | CONTRACT SERVICES | SCANNERS LABEL PRINTERS | TL80781 TL10608 | 3/30/2015 | 4/30/2015 | 4,302.00 |
| | TYLER TECHNOLOGIES | CONTRACT SERVICES | MUNIS IMPLEMENTATION | 045130973 | 4/1/2015 | 4/30/2015 | 7,084.26 |
| 620 | | | | | _ | Total: | \$11,386.26 |
| 621 | | | | | _ | | |
| 622 | | | , | 302 CAPITAL | IMPROVEMENT | Fund Total: | \$120,309.67 |
| | Fund # - 502 SEWER | | | | | | |
| | UTILITY OPERATIONAL EXPENSES | | | | | | |
| | BANK OF AMERICA | OFFICE SUPPLIES | MONTHLY STATEMENT | STEPHENS 03312015 | 3/31/2015 | 4/20/2015 | 150.05 |
| | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 310089744 031915 | 3/19/2015 | 4/2/2015 | 87.85 |
| | CINTAS | LAUNDRY AND DRY | UNIFORMS | 394636276 | 3/19/2015 | 4/2/2015 | 73.80 |
| - | DOMINION VIRGINIA POWER | ELECTRICAL SERVICES | ELECTRIC | MAY 2015 | 3/26/2015 | 4/17/2015 | 894.28 |
| | INBODEN ENVIRONMENTAL SERVICES, | | WASTEWATER MONITORING | 56321 | 3/27/2015 | 4/17/2015 | 344.00 |
| | JONES AUTOMOTIVE/ALL STAR AUTO | BLDGS EQUIP REP & MAINT | SUPPLIES | 524517 407208 | 3/31/2015 | 4/30/2015 | 227.68 |
| | OZONIA NORTH AMERICA RIVANNA WATER & SEWER | CHEMICAL SUPPLIES PROFESSIONAL SERVICES | SUPPLIES WASTE DISPOSAL | 33838 | 3/31/2015 4/2/2015 | 4/17/2015 4/17/2015 | 862.80 747.75 |
| | UNIVAR USA, INC. | CHEMICAL SUPPLIES | CHEMICALS | RI674445 | 3/20/2015 | 4/30/2015 | 1,458.22 |
| | USABLUEBOOK | CHEMICAL SUPPLIES | SUPPLIES | 585174 | 3/9/2015 | 4/17/2015 | 323.71 |
| 635 | | CHEMICAL 3011 LIE3 | 3011 E1E3 | 303174 | 3/9/2013 | Total: | \$5,170.14 |
| 636 | | | | | - | Total. | φ3,170.14 |
| 637 | | | | | 502 SEWER | Fund Total: | \$5,170.14 |
| | Fund # - 505 FORK UNION SANITARY DI | ISTRICT | • | | OUZ OLWLIN | i dila rotai. | ψο, 17 ο. 1 τ |
| | FORK UNION SANITARY DISTRICT | <u></u> | | | | | |
| | USDA RURAL DEVELOPMENT | RDA BOND PAYABLE | DEBT PAYMENT | APRIL 2015 | 4/30/2015 | 4/30/2015 | 2,454.80 |
| 641 | | | | | | Total: | \$2,454.80 |
| 642 | 1 | | | | = | | , , |
| | FUSD OPERATIONAL EXPENSES | | | | - | | |
| | APPOMATTOX WELL DRILLING CO., | PROFESSIONAL SERVICES | PUMP | 3253 | 4/7/2015 | 4/30/2015 | 4,403.21 |
| 645 | BANK OF AMERICA | PERMITS AND FEES | MONTHLY STATEMENT | THOMAS | 3/31/2015 | 4/20/2015 | 80.00 |
| 646 | BANK OF AMERICA | PURCHASE OF SERVICES | MONTHLY STATEMENT | THOMAS | 3/31/2015 | 4/20/2015 | 111.00 |
| 647 | CENTURYLINK | TELECOMMUNICATIONS | PHONE | 309719161 | 3/16/2015 | 4/17/2015 | 373.85 |
| 648 | CINTAS | LAUNDRY AND DRY | UNIFORMS | 394636276 | 3/19/2015 | 4/2/2015 | 259.80 |
| 649 | DOMINION VIRGINIA POWER | ELECTRICAL SERVICES | ELECTRIC | MAY 2015 | 3/26/2015 | 4/17/2015 | 3,529.09 |

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|-------------------|-----------------------------|------------------------|--------------------|--------------------|-----------------|-----------------|----------------------|
| | County of Fluvanna | F | rom Date: 4/1/2015 | | | | *i. munis |
| 2 | Accounts Payable List | To | o Date: 4/30/2015 | | | | a tyler erp solution |
| 4 | Vendor Name | Charge To | Description | Invoice Number | Invoice Date | Check Date | Check Amount |
| 650 | E.W. OWEN | LEASE/RENT | WELL RENT | 04012015 | 4/1/2015 | 4/2/2015 | 150.00 |
| 651 | MANSFIELD OIL COMPANY OF | VEHICLE FUEL | GAS | SQLCD00104622 | 3/15/2015 | 4/17/2015 | 140.99 |
| 652 | MO-JOHNS, INC. | PURCHASE OF SERVICES | PORT A JOHN | 82220 | 3/16/2015 | 4/2/2015 | 120.00 |
| | PAPCO, INC | VEHICLE FUEL | GAS | 03312015 | 3/31/2015 | 4/17/2015 | 631.04 |
| 654 | SCHNEIDER LABRATORIES INC | PURCHASE OF SERVICES | TESTING | 122111 | 3/17/2015 | 4/17/2015 | 30.00 |
| 655 | USABLUEBOOK | AGRICULTURAL SUPPLIES | SUPPLIES | 585174 | 3/9/2015 | 4/17/2015 | 302.25 |
| 656 | USDA RURAL DEVELOPMENT | REDEMPTION OF INTEREST | DEBT PAYMENT | APRIL 2015 | 4/30/2015 | 4/30/2015 | 2,505.20 |
| 657 | VA INFORMATION TECHNOLOGIES | TELECOMMUNICATIONS | LONG DISTANCE | T282650 | 1/28/2015 | 4/2/2015 | 84.60 |
| 658 | VERIZON 721970783-00001 | TELECOMMUNICATIONS | CELL PHONE | 9742544739 | 3/19/2015 | 4/17/2015 | 132.73 |
| | VERIZON BUSINESS/MCI COMM | TELECOMMUNICATIONS | PHONE | 09955024 | 3/25/2015 | 4/3/2015 | 13.14 |
| 660 661 662 | | | | | | Total | : \$12,866.90 |
| 661 | | | | | | • | |
| 662 | | | | 505 FORK UNION SAN | IITARY DISTRICT | Fund Total | : \$15,321.70 |
| 663 | | | | | Total Expen | ditures by Fund | :\$1,089,109.80 |

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 20, 2015

| AGENDA TITLE: | Proclamation f | Proclamation for Virginia Organizing | | | | | | | |
|--|--|--|---|---|---|--|--|--|--|
| MOTION(s): | I move the Board of Supervisors approve the Proclamation recognizing Virginia Organizing's 20 th anniversary. | | | | | | | | |
| Public Hearing Action Matter Presentation Consent Agenda O | | | | | | | | | |
| CATEGORY | | | | | XX | | | | |
| STAFF CONTACT(S): | Steve Nichols, | iteve Nichols, County Administrator | | | | | | | |
| PRESENTER(S): | Mozell Booker, | , Chair, Board of | Supervisors | | | | | | |
| RECOMMENDATION: | Approve | Approve | | | | | | | |
| TIMING: | Current | Current | | | | | | | |
| DISCUSSION: | dedicated to cl communities to Organizing esp traditionally ha with individual | nallenging injust o address issues ecially encourag ad little or no voi s and groups thr | ice by empower that affect the cesthe participates in our society oughout the sta | grassroots organing people in loc quality of their livition of those where y. By building relute, Virginia Organing non-violently | al ves. Virginia o have ationships nizing strives | | | | |
| FISCAL IMPACT: | N/A | | | | | | | | |
| POLICY IMPACT: | N/A | | | | | | | | |
| LEGISLATIVE HISTORY: | N/A | | | | | | | | |
| ENCLOSURES: | Proclamation | | | | | | | | |
| REVIEWS | Legal | Finance | Purchasing | HR | Other | | | | |

Proclamation



Recognizing May 20, 2015, as Virginia Organizing Day in Honor of Virginia Organizing's 20th Anniversary

WHEREAS, Virginia Organizing is a non-partisan statewide grassroots organization dedicated to challenging injustice by empowering people in local communities to address issues that affect the quality of their lives, and

WHEREAS, Virginia Organizing encourages the participation of those who have traditionally had little or no voice in our society, and

WHEREAS, the organization encourages individuals and groups throughout the Commonwealth and in local communities to bring about change by working together and building relationships, and

WHEREAS, among Virginia Organizing's Statement of Beliefs is the belief that all people should be treated fairly and with dignity in all aspects of life, regardless of race, class, gender, religion, sexual orientation, age, ability or country of origin, and

WHEREAS, the organization also believes in the enhancement and celebration of diversity in our communities and in our state, and

WHEREAS, Virginia Organizing believes that community, economic, social and environmental policy should be developed with the greatest input from the people it is meant to serve, and that policies should promote, celebrate and sustain the human and natural resources of Virginia, and

WHEREAS, leaders, members and staff of the organization work tirelessly to connect children, low-income residents, immigrants, veterans, retirees, people with disabilities and other under-represented groups to the resources that they deserve and need, and

WHEREAS, in August of 2015, Virginia Organizing is celebrating 20 years of grassroots organizing and bringing about real change for real people through countless campaigns to improve the quality of life for all Virginians,

NOW, THEREFORE, the Fluvanna County Board of Supervisors do hereby **PROCLAIM** that the 20th day of May, 2015, is **VIRGINIA ORGANIZING DAY** in the County of Fluvanna and we encourage others to learn about and support this organization in its efforts.

Passed and adopted this 20th day of May 2015.

Mozell H. Booker
Chair, Board of Supervisors



FLUVANNA COUNTY BUILDING INSPECTIONS MONTHLY BUILDING INSPECTION REPORT **APRIL 2015**

| | | | r | | 1 | | ¥6 | | | | YTD | |
|--------------------------|--------------|-----------|-----------|-----------|---------------------------------------|---|--------------|-----------|-------------|--------------------|------------|-------------|
| USE | Apr-14 | VALUE | YTD 14 | VALUE | Apr-15 | VALUE | YTD 15 | VALUE | Apr/Diff | VALUE | PERMITS | VALUE |
| New Homes | 6 | 990,650 | 18 | 3,368,186 | 9 | 1,903,000 | 28 | 5,524,115 | 3 | 912,350 | 10 | 2,155,929 |
| Duplex | 0 | 0 | 0 | 0 | 0 | - | 0 | ~ | 0 | - | 0 | =1 |
| Single Family (Attached) | | 0 | 6 | 750,000 | 0 | - | 2 | 423,000 | 0 | - | -4 | (327,000) |
| Adds&Alterations | 29 | 10,576 | 80 | 781,757 | 28 | 1,594,370 | 117 | 2,942,783 | -1 | 1,583,794 | 37 | 2,161,026 |
| Garages & Carports | 0 | 0 | 2 | 141,000 | 4 | 70,000 | 9 | 147,500 | 4 | 70,000 | 7 | 6,500 |
| Accessory Buildings | 0 | 0 | 2 | 52,000 | 0 | | 4 | 255,339 | 0 | _ | 2 | 203,339 |
| Single Wide MH | 0 | 0 | 2 | 48,000 | 0 | - | 0 | - | 0 | - | -2 | (48,000) |
| Swimming Pools | 0 | 0 | 0 | (€ | 0 | - | 1 | 36,500 | 0 | | 1 | 36,500 |
| Recreational Bldgs | 0 | 0 | 0 | 3€3 | 0 | 721 | 0 | · - | 0 | - | 0 | C#3 |
| Business Bldgs | 0 | o | 0 | | 0 | 2.00 | 0 | - | 0 | ~ | 0 | |
| Industrial Bldgs | 0 | 0 | 0 | | O | | 0 | - | 0 | € | 0 | - |
| Other Buildings | 1 | 1,538,885 | 1 | 1,538,885 | 0 | 2.5 | 2 | 100,000 | -1 | (1,538,885) | 1 | (1,438,885) |
| | | | | | | | l . | , , , , | | (.,555,550, | , | (1,100,000) |
| | | | | | | | | | | | | |
| TOTALS | 36 | 2,540,111 | 111 | 6,679,828 | 41 | 3,567,370 | 163 | 9,429,237 | 5 | 1,027,259 | 52 | 2,749,409 |
| FEES | Apr-14 | PREV TOT | YTD 14 | | Apr-15 | PREV TOT | YTD 15 | | DIFFERENCE | 1 | DIFFERENCE | VTD |
| Building Permits | \$ 11,601.13 | 21,856.07 | 33,457.20 | | \$ 16,037.18 | \$ 28,793.35 | \$ 44,830.53 | | 4,436.05 | ' | 11,373.33 | 110 |
| Land Disturb Permits | \$ 2,300.00 | 5,750.00 | 8.050.00 | | \$ 3,425.00 | \$ 4,075.00 | \$ 7,500.00 | | 1,125.00 | | (550.00) | |
| Zoning Permits/Proffers | \$ 1,100.00 | 3,050.00 | 4,150.00 | | · · · · · · · · · · · · · · · · · · · | | \$ 6,450.00 | | 1,500.00 | | 2,300.00 | |
| - | | · | , | | 7 -,555.77 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 0,400.00 | | 1,500.00 | | 2,300.00 | |
| TOTALS | \$ 15,001.13 | 30,656.07 | 45,657.20 | | \$ 22,062.18 | \$ 36,718.35 | \$ 58,780.53 | | \$ 7,061.05 | | 13,123.33 | |
| | | | | | | • | , , | | ., | | 10,120.00 | |
| | Apr-14 | PREVIOUS | YTD 14 | | Apr-15 | PREVIOUS | YTD 15 | | | | | |
| INSPECTIONS | 180 | 387 | 567 | | 214 | 388 | 602 | | 34 | | 35 | |
| | | | | | | Ward 7 | est | | | | | |
| | | | | | | Darius S. Lester | | | (| () represents a ne | gative | |

Building Official

CODE COMPLIANCE VIOLATION STATISTICS

April-2015

Scott B. Miller, Code Complianace Officer

| Complaint Number | Tax Map Number | Property Owner | Address | Date of Complaint | Violation Type | Status | Deadline | District |
|--|-------------------|--------------------------------------|--|-------------------|----------------------|-------------------------|------------------------|------------|
| 1503-01 | 4-(23)-16 | Crawford, Roger | 1470 Oliver Creek Rd. | 3/25/2015 | Trash-Debris | Extended | 5/17/2015 | Palmyra |
| 1503-02 | 4-9A)-109A | Bahr, Kenneth | 3180 Richmond Rd. | 3/23/2015 | Improper Use | Extended | 5/23/2015 | Palmyra |
| 1503-04 | 51A-(A)-22 | JWS Enterprises, LLC. | 4985 James Madison Hwy. | 9/16/2014 | Improper Use | Court | Court | Fork Union |
| 1503-07 | 27-(3)-4 | Jordan, Brian | 3777 Rolling Road South | 3/17/2015 | Trash | Cleared | 4/23/2015 | Cunningham |
| 1503-08 | 18-(A)-9 | Sadler, Elizabeth | 3687 Thomas Jefferson Pkwy. | 3/18/2015 | Burning | Cleared (DEQ) | 4/18/2015 | Cunningham |
| 1503-09 | 18-(A)-9A | Bossieux, Elizabeth | 3651 Thomas Jefferson Pkwy. | 3/18/2015 | Burning | Cleared (DEQ) | 4/18/2015 | Cunningham |
| 1503-10 | 36-(8)-5B | Bibb, Jeffrey | 3015 Antioch Rd. | 3/9/2015 | Trash | Extended | 5/09/2015 | Cunningham |
| 1503-14 | 4-(A)-99 | Bahr, Kenneth | Richmond Rd. (Vacant) | 3/23/2015 | Improper Use | Pending | 5/29/2015 | Columbia |
| 1504-01 | 4-(A)-114 | Vernon Herrion | 15 Blue Ridge Dr. | 4/7/2015 | Mobile Home | Extended | 5/07/2015 | Palmyra |
| 1504-02 | 19-(6)-1 | Fluvanna Habitat For Humanity | Old Palmyra Rd. | 4/8/2015 | Setbacks | Cleared | N/A | Columbia |
| 1504-03 | 4-(17)-2 | Jessie L. Preston | 1322 Oliver Creek Rd. | 4/17/2015 | Trash | Cleared | N/A | Palmyra |
| 1504-04 | 4-(43)-1 | Cole E. Diggs, III | 539 Blue Ridge Dr. | 4/17/2015 | Property Maintenance | Cleared | N/A | Palmyra |
| 1504-05 | 37-(5)-8 | David M. & Christine C. Belew | 523 Aldridge Rd. | 4/21/2015 | Inoperable Vehicles | Extended | 5/21/2015 | Cunningham |
| 1504-06 | 40-(8)-6 | Heather M. Campbell | 423 Haden Martin Rd. | 4/21/2015 | Trash | Cleared | N/A | Fork Union |
| 1504-07 | 3-(A)-4, 4A | Matthews Revocable Trust | White Hall Rd. (Vacant) | 4/28/2015 | SUP / Music Event | Cleared | N/A | Palmyra |
| 1504-08 | 22-(4)-A, C | Anthony Smith | 5171 Venable Rd. | 4/29/2015 | SUP / Music Event | SUP Pending | 6/03/2015 | Columbia |
| | | | | | | | | |
| MISCELLANE | ous | | | | STATUS | DEFINTIONS | | |
| Biosolids Applie | ed and Signs Disp | played (37 properties) | | | Court Pending: | Summons to be issue | ed | |
| Compliance wit | h Tenaska Virgin | ia Sound Levels 4/20/2015 | | | Court: | Case is before Judge | • | |
| Research and | Field Survey Marl | king Property Lines for Pleasant Gre | ove adjacent to High School April/2015 | | Pending: | Violation Notice Sent | | |
| Placed Three (| 3) Public Hearing | Sign | | | Permit Pending: | Applied for Permit to | Abate Violation | |
| Removed One | (1) Public Hearin | g Sign | | | Extended: | Extension Given/Mak | ring Progress to Abate | Violations |
| Twenty Four (4 | 7) Signs Remove | ed From Public Rights-Of-Way | | | Board: Ca | se is pending Board A | approval | |
| Attend Storm Water Management Inspector Course April 9, 2015 | | | | | Cleard: Vio | olation Abated | | |
| Attend Dominion Safety Course (Fossil & Hydro), Bremo Plant April 11, 2015 | | | | | Rezoning: Pr | operty is in Rezoning I | Process | |
| Deliver packets | to BOS, PC, BZ | A members and Library | | | SUP Pending: Sp | pecial Use Permit Appl | lication made to Abate | Violation |
| | | | | | | | | |
| | | | | | | | | |

COUNTY OF FLUVANNA

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 Fax (434) 591-1911 www.fluvannacounty.org

"Responsive & Responsible Government"

MEMORANDUM

Date: May 20, 2015

From: Mary Anna Twisdale/ Management Analyst

To: Board of Supervisors

Subject: FY15 Capital Reserve Balances

The FY15 Capital Reserve account balances are as follows:

County Capital Reserve:

| FY14 Carryover | \$2,470.00 |
|---|--------------|
| FY15 Beginning Budget: | \$200,000.00 |
| Less: Permanent Pleasant Grove Sign at Entrance to Pleasant Grove 9.3.14 | -\$15,000.00 |
| Less: Correct Health & Safety Code Violations at Various County Bldgs 9.3.14 | -\$35,000.00 |
| Less: Mold Remediation & Related Work at Community Center & Performing Arts Building 12.3.14 | -\$21,000.00 |
| Less: Installation of Restroom Fans, Treasurer's Building 12.3.14 | -\$3,000.00 |
| Less: Correction to Mold Remediation & Related Work at Community Center & Performing Arts Building 12.17.14 | -\$2,100.00 |
| Less: Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 12.17.14 | -\$2,400.00 |
| Less: Specified Repairs to Exterior of the Administration Building 12.17.14 | -\$22,500.00 |
| Less: Replace Gutters and Downspouts on Administration Building 1.7.15 | -\$12,900.00 |
| Less: Correction to Plaster Repairs and Painting of Water Damaged Ceiling at Performing Arts Center 1.7.15 | -\$600.00 |
| Less: Unforeseen work on Work Space Renovation and Space Utilization Project (formerly MACAA) 3.4.15 | -\$25,000.00 |

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| Less: Heavy Duty Equipment Trailer 3.4.15 | -\$10,000.00 |
|---|--------------|
| Available: | \$52,970.00 |

Schools Capital Reserve:

| FY14 Carryover | \$122,693.00 |
|--|--------------|
| FY15 Beginning Budget: | \$200,000.00 |
| Less: Carysbrook Elementary Music Room Carpet Replacement 7.2.14 | -\$3,520.00 |
| Less: Central Elementary Asbestos Abatement and Air Tests 7.2.14 | -\$3,100.00 |
| Less: Central/West Central Flooring 9.3.14 | -\$76,600.00 |
| Less: Materials and Service to Migrate the FCPS Bus Radio System to the Base of the Communication Towers as directed by the LOA Agreement 1.7.15 | -\$5,750.00 |
| Less: Fluvanna Middle School Track Repairs 3.4.15 | -\$7,490.00 |
| Less: Carysbrook Elementary School Roof Repair 4.1.15 | -8,000.00 |
| Available: | \$218,233.00 |

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MEMORANDUM

Date: May 20, 2015

From: Mary Anna Twisdale/ Management Analyst

To: Board of Supervisors

Subject: FY15 BOS Contingency Balance

The FY15 BOS Contingency line balance is as follows:

| Beginning Budget: | \$150,000.00 |
|---|--------------|
| Less: Sheriff's Office Unclaimed Body Charges 10.1.14 | -\$1,712.00 |
| Less: Info Tech MUNIS Tax Project Training 10.1.14 | -\$16,000.00 |
| Less: Parks & Recreation Earth Day Funding 12.3.14 | -\$13,500.00 |
| Less: Facilities / Commonwealth Attorney's Office Inspection 5.6.15 | -2,800.00 |
| Available: | \$115,988.00 |