

NTMC BOARD OF DIRECTORS REGULAR MEETING

Wednesday, December 8, 2021 | 8:00 am

NOTICE IS HEREBY GIVEN that the members of the North Texas Mobility Corporation (NTMC) Board of Directors will hold a Regular Called Meeting at 8:00am at the Denton County Transportation Authority (DCTA) Administrative Offices located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas, 75057 and by Zoom Conference at which time the following agenda will be discussed.

Effective September 1, 2021, the public is allowed to use the ZOOM link below to participate in a Board Meeting; however, audio-only is no longer allowed; therefore, full-video will be required when speaking to the Board. To join the meeting, please use the information below:

Join Zoom Meeting

<https://us06web.zoom.us/j/89782492624>

Meeting ID: 897 8249 2624

One tap mobile

+13462487799,89782492624# US (Houston)

Dial by your location

+1 346 248 7799 US (Houston)

Meeting ID: 897 8249 2624

Find your local number: <https://us06web.zoom.us/u/kedHBNfmwC>

The Board of Directors reserves the right to convene into Closed Executive Session at any time during the meeting pursuant to the Texas Government Code § 551.071(2) to seek confidential legal advice from the Corporation's attorneys regarding any agenda item listed hereon.

CALL TO ORDER

INTRODUCTIONS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda item(s) or other matters relating to the NTMC. Each speaker will be given

2. REGULAR AGENDA

a. Presentation of General Manager's Monthly Report

Presenters: RJ Garza, General Manager
Louise Francois, Assistant General Manager

Backup Information: Exhibit 1 – General Manager's Report
Exhibit 2 – November 2021 Ticket Sales/ Daily Report
Exhibit 3 – November 2021 Staffing Roster Report
Exhibit 4 – Monthly Financial Statements Oct 2021

b. Discuss and take necessary action regarding extending the term of the Transportation Management Services Agreement provided by Hendrickson Transportation Group.

Presenters: John Hendrickson, Interim NTMC President
RJ Garza, General Manger

Backup Information: Exhibit 1 – Memo on Transportation Management Services Agreement
Exhibit 2 - First Amended and Restated Agreement for Transportation Management Services

c. Presentation of NTMC Staff Spotlight – Renee' Noland (DDTC) Mobility Assistant

Presenters: RJ Garza, General Manager
Louise Francois, Assistant General Manager

3. CONVENE EXECUTIVE SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following: *No scheduled Executive Session for this agenda.*

4. **RECONVENE OPEN SESSION**

Reconvene and Take Necessary Action on Items Discussed during Executive Session.

5. **FUTURE BOARD MEETINGS & AGENDA ITEMS**

NTMC Officers may discuss proposed future agenda items. Board members may discuss details of future meetings and request an item(s) to be added to the next Board meeting agenda. **Next Board Meeting Date:** January 26, 2022

6. **ADJOURN**

BOARD MEMBERS:

Dean Ueckert, Chair

Richard Hayes, Vice Chair

Don Combs, Sara Hensley, Raymond Suarez

OFFICERS:

John Hendrickson, Interim NTMC President

Scott Lewis, NTMC Treasurer

Sean Spell, NTMC Secretary

CERTIFICATE – I certify that the above agenda giving notice of meeting was posted on the bulletin board at the Corporation’s offices, which are also the offices of the Denton County Transportation Authority (DCTA), on Saturday, December 4, 2021 by 5:00pm.

Sean T. Spell

Sean T. Spell
NTMC Board Secretary

MEMO

To: NTMC Board of Directors

From: Robert J. Garza, General Manager, *RJ Garza*

CC: John Hendrickson, President, Scott Lewis, Treasurer, Sean Spell, Secretary, and Louise Francois, AGM.

Date: December 3, 2021

Subject: Ratification of the Contracts executed by the Interim NTMC President with UnitedHealthcare (Medical/Vision Renewal), Dental Select (Dental Renewal), Mutual of Omaha (LTD/STD Renewal) and WEX (COBRA/FSA Renewal)

BACKGROUND:

Effective January 1, 2022, some important changes will take place in NTMC's health benefits. Based on the re-rates that will be mentioned by our broker in a presentation the medical benefit premium will increase 13%, Dental will increase 14.4% and Vision will increase 10%. The current FY 2022 budget contains a decrease in fixed-route services and requiring only 55 operators. We currently have 63 operators. If the DCTA board decides to leave fixed-route services as is, we would require 78 operators. WEX (COBRA/FSA) is a renewal with no financial impact.

NTMC Medical, Dental and Vision Budget:

Operators Benefit Budget: 10%
 Non-Operators Benefit Budget: 15%
 (No impact to budget for non-operators)

NTMC Financial Impact:

	Current ER Monthly (62) Operators	New Monthly Rate January 2022	9 Month (Jan. - Sept. 2022)
Medical	\$45,953.58	\$51,928.60	\$467,357.40
Dental	\$1,194.90	\$1,343.32	\$12,089.88
Vision	\$643.88	\$708.27	\$6,374.43
STD	\$1,023.00	\$1,319.98	\$11,879.82
LTD	\$1,253.64	\$1,356.76	\$12,210.84
Totals:	\$50,069.00	\$56,656.93	\$509,912.37
	Current ER Monthly (41) Staff		
Medical	\$42,906.02	\$48,484.91	\$436,364.19
Dental	\$957.60	\$1,058.47	\$9,526.23
Vision	\$468.14	\$514.95	\$4,634.55
STD	\$676.50	\$872.89	\$7,856.01
LTD	\$829.02	\$911.92	\$8,207.28
Totals:	\$45,837.28	\$51,843.14	\$466,588.26
Grand Total:	\$95,906.28	\$108,500.07	\$976,500.63
			13.1%



Recommendation:

Staff recommends ratification of the Contracts executed by the Interim NTMC President with United Health Care (medical & vision renewal), Dental Select (dental renewal), Mutual of Omaha (LTD/STD renewal) and WEX (COBRA/FSA renewal).

If you have any questions, please contact me.

REQUIRED UNIFORM MODIFICATION NOTICE FOR LARGE GROUP EMPLOYERS

Important: Legal Notice Regarding Changes to Your Group Health Plan to Take Effect at Your Next Renewal

Your group health insurance coverage is coming up for renewal. The following changes, which may also include language clarifications, are required and will be implemented at your next renewal:

- For plans with out-of-network benefits, the allowed amount for services provided from out-of-network providers are determined based on 100% of the published rates allowed by CMS for the same or similar services within the geographic market.
- The allowed amount section of the schedule of benefits regarding covered health care services provided by out-of-network providers has been expanded to allow for use of an additional gap fill methodology of the amount typically accepted by a provider for the same or similar service when a rate is not published by CMS for the service. The relative value scale has been modified to include location.
- Language has been added to the Allowed Amounts section for laboratory and durable medical equipment services to clarify that exceptions to the determination method only apply to "freestanding" laboratories or suppliers.
- The list of pre-deductible covered health care services are covered at the network benefit level.
- For NexusACO plans, when you choose to seek care from designated providers, benefits may be enhanced for certain specialties as assigned by us.
- For plans that require a network primary care physician (PCP) selection, the language "in order to obtain Network Benefits" has been removed from the Selecting a PCP provision.
- Benefits for specialized virtual behavioral health care provided by AbleTo, Inc. for covered persons with certain co-occurring behavioral and medical conditions are covered health care services.
- Non-emergent ER services are limited to \$200 per visit.
- Benefits for fertility preservation for medical reasons that cause irreversible infertility such as chemotherapy, radiation treatment, and bilateral oophorectomy due to cancer are covered health care services. Benefits are also provided for Preimplantation Genetic Testing (PGT) performed to identify and to prevent genetic medical conditions from being passed onto offspring. A combined maximum benefit of \$20,000 medical and \$5,000 pharmacy will apply to fertility preservation, and PGT. Fertility preservation benefits are further limited to one cycle per covered person per lifetime.
- For plans that include the UnitedHealthcare Motion wellness program, additional incentives may be available to encourage participation in the program. Specific reward amounts are removed and replaced with general reward language, and devices include program approved applications.

- Language regarding the notification and availability of prenatal programs was removed. However, programs may still be available.
- Telemedicine does not include virtual care services provided by a designated virtual network provider.
- Animal-assisted therapies are excluded.
- An exclusion was added for Non-Medical Supported 24-Hour Withdrawal Management. A defined term was added for "Non-Medical 24-Hour Withdrawal Management" which follows American Society of Addiction Medicine (ASAM) criteria.
- The following exclusion was added: "High intensity residential care, including American Society of Addiction Medicine (ASAM) criteria, for Covered Persons with substance-related and addictive disorders who are unable to participate in their care due to significant cognitive impairment."
- Health care services received outside of the covered person's state of residence from out-of-network providers are excluded for non-emergent, sub-acute inpatient or outpatient services at any of the following non-hospital facilities: alternate facilities, freestanding facilities, residential treatment facilities, inpatient rehabilitation facilities, and skilled nursing facilities.
- The following defined terms were added: "iatrogenic infertility", "non-emergent ER services", and "preimplantation genetic testing (PGT)".
- The defined term for designated virtual network provider includes a local provider, who offers health care services to a patient population within a fixed or defined geography, or a national care provider, who offers health care services to a patient population within the entirety of the United States, including United States territories.
- For Non-Differential PPO plans, the definition of Shared Savings Program was revised to state that a discount is usually based on a schedule previously agreed to by a third party vendor in addition to out-of-network providers; out-of-network billed charge discounts are applied by the program; policy provisions may supersede the scheduled rate; the median amount negotiated with network providers may apply in lieu of the Shared Savings Program discount; and the number on the member ID card can be used to help resolve issues with balance billed amounts.
- The defined term "Transitional Living" has been revised to specify that the American Society of Addiction Medicine (ASAM) criteria is included for facilities, group homes and supervised apartments which provide 24-hour supervision.
- Language was added in Section 4 of the pharmacy rider to explain that if we approve an exception for a prescription drug, you may be responsible for paying the applicable copayment and/or coinsurance in addition to any applicable ancillary charge.
- Language was added to clarify that a prescription drug product that provides more than a consecutive 31-day supply will require more than one copayment and/or coinsurance.
- Coverage is excluded for compound drugs that contain certain bulk chemicals or are available as a similar commercial pharmaceutical product.
- For non-HSA plans, a new variable copayment program was added. If a member uses a coupon, their copayment or coinsurance may vary. The amount of the coupon will not apply to their deductible or out-of-pocket limits.
- Your copayment and/or coinsurance for insulin will not exceed the amount allowed by law.
- If your plan has separate specialty medication cost shares, the number of specialty medications subject to the cost shares will be increasing.
- For the Essential Prescription Drug List, your copayment for specialty medications will change based on the specialty tier. Please refer to the pharmacy section of your renewal packet for details.

- Any cost-sharing changes are described in your renewal package.

Refer to the benefit documents for specific coverage details. Rates and/or benefits may be subject to regulatory approval. If the rates or products offered are changed as a result of the regulatory review process, we will advise you as soon as possible.

If you have any questions or would like to discuss, please contact me.

We're looking forward to another year of serving you and your employees.

A Renewal Sold UAF for
North Texas Mobility

Issued on: June 29, 2021

Vision Services		TL143	
Legal Entity	UnitedHealthcare Insurance Company		
	In Network	Out of Network	
Plan Options			
Contribution	Voluntary		
Product Type	Exam with Materials		
Network Type	Standard Network		
Exam(s) Co-pay	\$0	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Necessary Contact Lenses)	\$0	Not Applicable	
Service Frequency			
Exams/ Lenses/ Frames/Contacts	12/12/12/12		
Eye Examination			
Exam(s) (Includes additional eye exam for ages 0-12 and pregnant or breastfeeding women)	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$100	Up to \$45	
Discount on Frame Overage at participating providers	30%	Not Applicable	
Elective Contact Lenses			
Contact Lens Material Allowance	Up to \$150	Up to \$125	
Contact Lens Fitting and Evaluation Allowance	Up to \$60	\$0	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Polycarbonate Lenses for Children up to Age: 19 Standard Scratch Coating	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through QualSight LASIK, the largest LASIK manager in the United States. Member savings represent up to 35% off the national average price of LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK. Visit myuhcvision.com for more information.		
Children's and Maternity Eye Care			
Replacement Eyeglasses			
Additional eyeglass frame/lenses due to prescription change (ages 0-12 and pregnant or breastfeeding women).	Members ages 0-12 and members pregnant or breastfeeding who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses. Not applicable for Exam Core or Exam with Discounted Material Plans.		
Assumed Enrollment and Rates		Current	Renewal
Employee	67	\$10.45	\$10.45
Employee + Spouse	12	\$19.83	\$19.83
Employee + Child(ren)	8	\$20.88	\$20.88
Employee + Family	6	\$31.32	\$31.32
	93		
Monthly Premium	\$1,293.07	\$1,293.07	
Annual Premium	\$15,516.84	\$15,516.84	
Renewal Action			
Participation Requirements	0.0%		
Dependent Children Coverage	No Participation Requirement		
Contract Basis	To Age 26		
Benefit Period Basis	Fully Insured		
Exclusions and Limitations	Date of Service		
Broker Commissions	Standard		
Rate Guarantee	0%		
	14 months		

UnitedHealthcare

Vision Sold UAF for North Texas Mobility

Effective Date: 11/01/2021 | Policy Number: 00916938

Lens Option Price Protection

The list below outlines the maximum out of pocket charge a member may pay for particular non-covered lens options in-network, which reflect discounts of 20% to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these discounted prices at all provider locations.

Type	Cost
Scratch Warranty	\$10
Tint	\$14
UV Coating	\$16
Photochromic	\$67
Tier 1 Anti-Reflective	\$30
Tier 2 Anti-Reflective	\$50
Tier 3 Anti-Reflective	\$75
Tier 4 Anti-Reflective	\$95
Roll and Polish Edges	\$13
Tier 1 Progressive	\$55
Tier 2 Progressive	\$100
Tier 3 Progressive	\$150
Tier 4 Progressive	\$200
Tier 5 Progressive	\$250
High Index < 1.66	\$53
High Index 1.66 - 1.73	\$63
Polycarbonate (\$0 for dependent children)	\$33

Prices reflected are subject to change.

UnitedHealthcare

Assumptions for North Texas Mobility

Effective Date: 11/01/2021 | Policy Number: 00916938

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.
- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.
- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting
- Assumed contract situs is Texas.
- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.
- Employer's assumed primary business is classified as 9621 SIC Code.
- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for North Texas Mobility

Effective Date: 11/01/2021 | Policy Number: 00916938

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document. Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.



Renewal Information and Exhibits

Prepared For:

North Texas Mobility Corporation

Group ID: G000BHNM

Renewal Effective Date: January 1, 2022



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as North Texas Mobility Corporation's benefits provider. It has been our pleasure to provide North Texas Mobility Corporation with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for North Texas Mobility Corporation's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

April Bucek
Renewal Executive
Dallas Group Office
April.Bucek@mutualofomaha.com



NORTH TEXAS MOBILITY CORPORATION

LIFE AND AD&D

Rate Guarantee Period - January 1, 2022 to January 1, 2024

Additional Value Added Services Included - Employee Assistance Program (EAP), Travel Assistance/Identity Theft Assistance

Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,656.00	\$1,656.00	\$0.00

Class Description

All Eligible Operators

All Eligible Part-Time and Seasonal Employees

All Eligible Staff Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
115	\$3,450,000	\$0.48	\$0.48

AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$138.00	\$138.00	\$0.00

Class Description

All Eligible Operators

All Eligible Part-Time and Seasonal Employees

All Eligible Staff Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
115	\$3,450,000	\$0.04	\$0.04



NORTH TEXAS MOBILITY CORPORATION

VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2022 to January 1, 2024

Voluntary Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$916.40	\$916.40	\$0.00

Class Description

All Eligible Operators

All Eligible Staff Employees

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Lives	Volume	Current Rate	Renewal Rate
Less than 24	0	\$0	\$0.07	\$0.07
25-29	1	\$50,000	\$0.07	\$0.07
30-34	0	\$0	\$0.11	\$0.11
35-39	3	\$270,000	\$0.14	\$0.14
40-44	5	\$580,000	\$0.19	\$0.19
45-49	4	\$160,000	\$0.28	\$0.28
50-54	3	\$310,000	\$0.46	\$0.46
55-59	7	\$380,000	\$0.77	\$0.77
60-64	3	\$90,000	\$1.21	\$1.21
65-69	2	\$80,000	\$1.98	\$1.98
70-74	0	\$0	\$3.47	\$3.47
75-79	0	\$0	\$13.74	\$13.74
80-84	0	\$0	\$13.74	\$13.74
85-89	0	\$0	\$13.74	\$13.74
90-100	0	\$0	\$13.74	\$13.74

Child(ren) Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
6	\$110,000	\$0.16	\$0.16

Voluntary AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$62.00	\$62.00	\$0.00

Class Description

All Eligible Operators

All Eligible Staff Employees

Employee & Spouse Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
28	\$1,920,000	\$0.03	\$0.03

Child(ren) Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
6	\$110,000	\$0.04	\$0.04



NORTH TEXAS MOBILITY CORPORATION

SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2022 to January 1, 2024

Additional Value Added Services Included - FMLA Administration

STD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,897.50	\$2,449.50	\$552.00

Class Description

All Eligible Operators

All Eligible Staff Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
115	\$34,500	\$0.550	\$0.710



NORTH TEXAS MOBILITY CORPORATION

LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2022 to January 1, 2024

LTD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$2,199.88	\$2,427.46	\$227.58

Class Description

All Eligible Operators

All Eligible Staff Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
115	\$379,290	\$0.58	\$0.64



75 W Towne Ridge Parkway
Tower 2, Suite 500
Sandy, Utah 84070

September 17, 2021

0000000575

Holmes Murphy & Assoc Inc
Po Box 441
Des Moines, IA 50302

Dear Broker,

Thank you for offering Dental Select to your group clients. We are committed to providing your clients and their families with affordable access to quality care.

Included with this letter are renewal rates for your groups effective January 01, 2022. Billing statements on or after this date will reflect these new rates. No action is required of you or your clients if you wish to renew at these rates. If you would like to discuss modifications to a plan, please contact your Dental Select representative. Where available, we've listed possible modifications along with how those changes would impact rates. We appreciate the opportunity to be of service to you and your clients, and look forward to continuing that support in the coming year.

Thank you,

Jon Harsley
Dental Select, Sales Executive
jonh@dentalselect.com
(314) 250-9986



GROUP NAME: North Texas Mobility Corporation

GROUP NUMBER: 12004945 / PLAN: Coinsurance - PPO MAC / NETWORK: Platinum

RENEWAL RATES EFFECTIVE: January 01, 2022

Rates are guaranteed for a period of 12 Months subject to the terms, conditions and provision of the group insurance arrangement. Any benefit change requests must be received 15 days prior to the renewal date.

	CURRENT RATES	RENEWAL RATES
Employee	\$19.47	\$23.17
Employee + Spouse	\$38.41	\$45.71
Employee + Child(ren)	\$42.28	\$50.31
Family	\$66.86	\$79.56

LOOKING TO MODIFY YOUR PLAN?

Making small adjustments to plan coverage can help you and your employees save money. Below are possible changes to consider. To request a change to your plan simply place an "X" in the box near the desired selection. An authorized group representative must sign and return this document to implement the plan change.

	OPTION #1	OPTION #2
Employee	\$22.27	\$22.87
Employee + Spouse	\$43.94	\$45.11
Employee + Child(ren)	\$48.37	\$49.66
Family	\$76.49	\$78.53

Option #1: Lower Your Annual Maximum

Each year, the plan pays up to the annual maximum for dental care. Reducing the starting annual maximum for enrolled employees to \$1500 can reduce the cost of your monthly premium, while still allowing an above average maximum dollar amount toward the cost of care.

Option #2: Increase Your Annual Deductible

An annual deductible is the amount owed for covered services before the insurance plan begins to pay. If you're looking to reduce monthly premium, consider increasing the annual deductible to \$75 for individuals and \$225 for families.

For more information, please contact your agent or call your Dental Select representative at 1-800-999-9789.

Cameron Springer
Group Representative Signature

Senior Human Resources Specialist
Title

Cameron Springer
Print Name

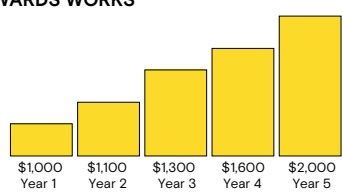
11/17/2021
Date

SAVE MORE WITH MAXREWARDS

Dental Select's unique MaxRewards program is available to groups with 2 or more enrolled employees. Each year, an enrolled employee's annual maximum increases until it reaches a maximum of \$2,000. All at no additional cost. For more information about MaxRewards or to see if your group can qualify, please contact your Agent or call your Dental Select Sales Representative at 800-999-9789.

HOW MAXREWARDS WORKS

- YEAR 1 - Starting Maximum
- YEAR 2 - Add \$100
- YEAR 3 - Add \$200
- YEAR 4 - Add \$300
- YEAR 5 - Add \$400



In this example, the employee starts with \$1,000 annual maximum on their effective date and benefits increase over 5 years until they reach the \$2,000 annual maximum.



IMPORTANT NOTICE: This is not a certificate of insurance or guarantee of coverage. Plan designs may not be available in all areas and are subject to individual state regulations. Group dental and vision products are issued by Ameritas Life Insurance Corp. Ameritas, the bison design, "fulfilling life" and product names designated with SM or ® are service marks or registered service marks of Ameritas Life, affiliate Ameritas Holding Company or Ameritas Mutual Holding Company. © 2021 Ameritas Mutual Holding Company.



September 17, 2021

0000000573

Holmes Murphy & Assoc Inc
Po Box 441
Des Moines, IA 50302

Dear Broker,

Thank you for offering Dental Select to your group clients. We are committed to providing your clients and their families with affordable access to quality care.

Included with this letter are renewal rates for your groups effective January 01, 2022. Billing statements on or after this date will reflect these new rates. No action is required of you or your clients if you wish to renew at these rates. If you would like to discuss modifications to a plan, please contact your Dental Select representative. Where available, we've listed possible modifications along with how those changes would impact rates. We appreciate the opportunity to be of service to you and your clients, and look forward to continuing that support in the coming year.

Thank you,

Jon Harsley
Dental Select, Sales Executive
jonh@dentalselect.com
(314) 250-9986



GROUP NAME: North Texas Mobility Corporation

GROUP NUMBER: 12004945 / PLAN: Coinsurance - PPO MAC / NETWORK: Platinum

RENEWAL RATES EFFECTIVE:
January 01, 2022

Rates are guaranteed for a period of 12 Months subject to the terms, conditions and provision of the group insurance arrangement. Any benefit change requests must be received 15 days prior to the renewal date.

	CURRENT RATES	RENEWAL RATES
Employee	\$15.48	\$18.42
Employee + Spouse	\$30.49	\$36.28
Employee + Child(ren)	\$31.37	\$37.33
Family	\$50.34	\$59.90

LOOKING TO MODIFY YOUR PLAN?

Making small adjustments to plan coverage can help you and your employees save money. Below are possible changes to consider. To request a change to your plan simply place an "X" in the box near the desired selection. An authorized group representative must sign and return this document to implement the plan change.

	OPTION #1	OPTION #2
Employee	\$17.38	\$18.18
Employee + Spouse	\$34.23	\$35.81
Employee + Child(ren)	\$35.22	\$36.85
Family	\$56.51	\$59.13

Option #1: Move Endodontics and Periodontics to Major

Moving endodontic and periodontic care, such as gum scaling, root planing, and root canals, into major services slightly reduces the amount the plan will cover. This decreases your monthly premium, while maintaining the advantage of our pre-negotiated rates with contracted or in-network providers.

Option #2: Increase Your Annual Deductible

An annual deductible is the amount owed for covered services before the insurance plan begins to pay. If you're looking to reduce monthly premium, consider increasing the annual deductible to \$75 for individuals and \$225 for families.

For more information, please contact your agent or call your Dental Select representative at 1-800-999-9789.

Cameron Springer
Group Representative Signature

Senior Human Resources Specialist
Title

Cameron Springer
Print Name

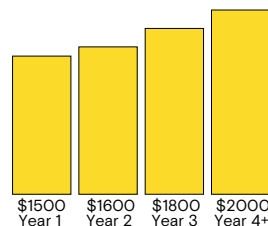
11/17/2021
Date

YOUR MAXREWARDS REPORT

The MaxRewards program is a great value for your enrolled employees. The program starts on the employee's plan effective date with a maximum determined by their employer. Benefits increase over multiple years until they reach the \$2,000 annual maximum amount. This report displays the starting and each incremental annual maximum amount. Plus, you can also see the number of employees at each maximum level for the upcoming renewal year.

YOUR MAXREWARD LEVELS	
ANNUAL MAXIMUM	YOUR EMPLOYEES
\$1500	0
\$1600	4
\$1800	5
\$2000	1
Displayed MaxRewards Levels Effective 01/01/2022	

YOUR MAXREWARDS PLAN INFORMATION



IMPORTANT NOTICE: This is not a certificate of insurance or guarantee of coverage. Plan designs may not be available in all areas and are subject to individual state regulations. Group dental and vision products are issued by Ameritas Life Insurance Corp. Ameritas, the bison design, "fulfilling life" and product names designated with SM or ® are service marks or registered service marks of Ameritas Life, affiliate Ameritas Holding Company or Ameritas Mutual Holding Company. © 2021 Ameritas Mutual Holding Company.

EXHIBIT 1

General Manager's – Board of Director's December 2021 Report

(December 1, 2021)

EXECUTIVE SUMMARY

The NTMC management staff made necessary arrangements to schedule a new run-bid assignment for Operators. Since UNT services will soon decline, this typically occurs mid-December through early January. We will return to normal services after the holidays. This bid will include a vacation bid. This is a great opportunity for operators to take a weekly vacation, if they have the PTO available. This new run-bid will occur on Sunday, December 5, 2021.

NTMC Operators: Retention Incentive Plan Results

As you know, NTMC has implemented an incentive retention bonus plan, approved by the board to encourage operators to continue working with us especially due to the unknown future service level demands for Connect routes. Retaining operators has its challenges. The results are as follows:

September: 48 Operators
October: 39 Operators

In addition, the GM included the Dispatchers who met the criteria (\$500/ea.) for their Outstanding Services this past month. We are proud of their contributions.

NTMC: Operations – Safety & Training Manager, Sean Spell “Wheelchair Tie Down Training”

Besides training new hires, Sean Spell conducts all Safety Training. Here he is retraining operators on the proper use of tie downs, straps, inspection of straps, and properly securing the wheelchair to the bus floor.



EXHIBIT 1

NTMC: Accident Report:

October 2022: Three (3) non-preventable accidents

November 2022: Three (3) non-preventable accidents; and one (1) preventable accident

NTMC: Open Enrollment Luncheon:

The open enrollment process has begun. This will be finalized towards the end of December 2021.

Come & Join Us! **2022 Open Enrollment**

Open Enrollment Meetings will be held on:

- December 1st (Wednesday)**
1:30pm – 3:00pm
6:30pm – 8:00pm
- December 3rd (Friday)**
1:30pm – 3:00pm
6:30pm – 8:00pm
- December 5th (Sunday)**
All day during Bid for follow-up questions



NTMC: DCTA Approves Service Changes

The DCTA approved some service changes on Connect routes. More details will be provided during our NTMC Board meeting.

NTMC: Vacancy Positions

- Dispatcher- 1
- Mechanic I- 1 (will not fill)
- Mechanic II- 1
- Mobility Services Representative- 2
- Service Attendants- 2 (FT)
- Service Attendant – 1 (PT)
- Operators- 17

Other Focus Points:

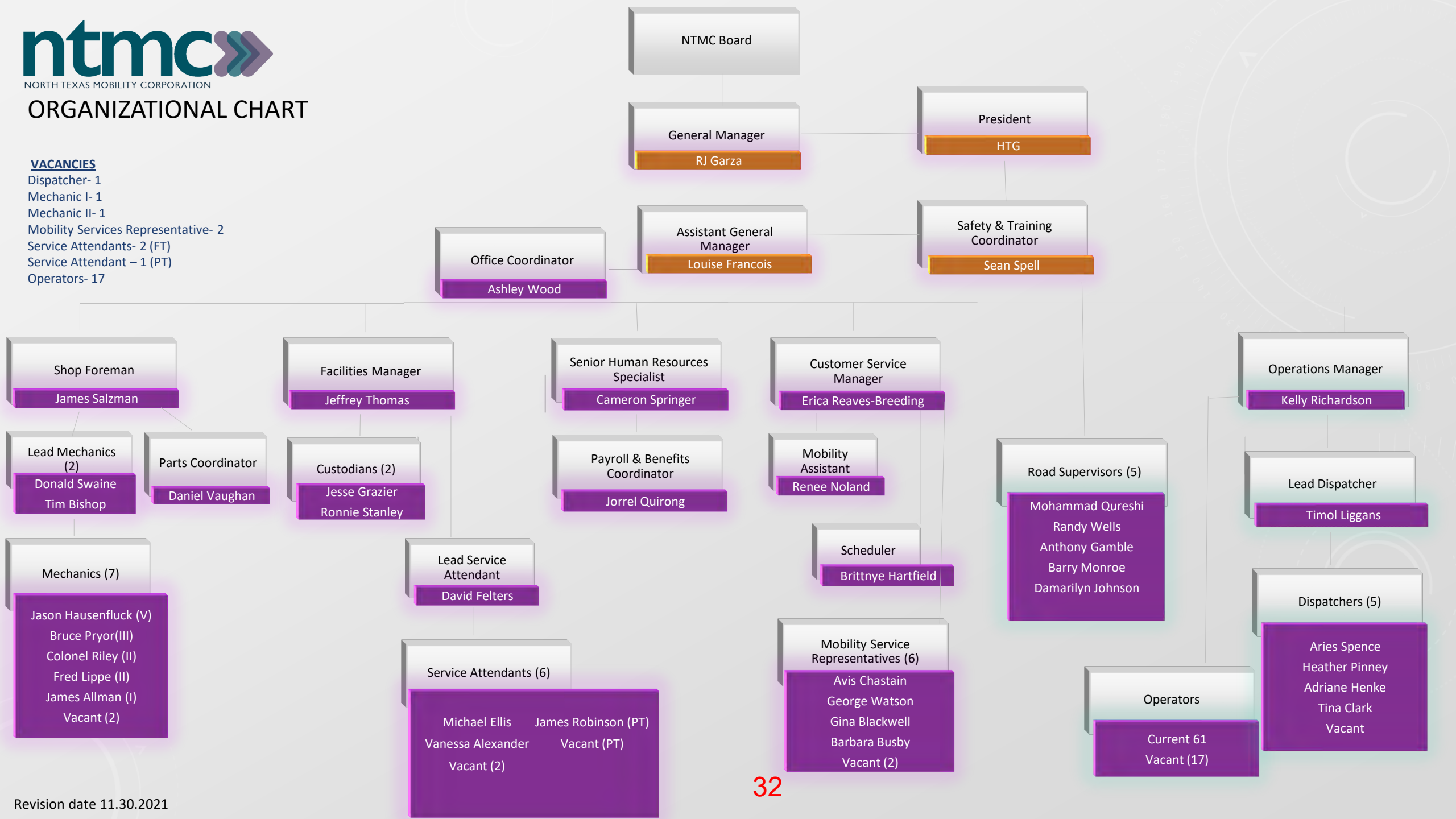
- Increase the line of communication among all employees, & union officials.
- Meet new hires, assisting with recruitment, and encouraging employees.
- Establishing a new culture that encourages Team effort, Trust, Respect, and Accountability.
- Continue to provide employees necessary Personal Protective Equipment (PPE) to minimize exposure in our fight against COVID-19, tracking the issuance of masks to passengers.
- Monthly GM – Communication Announcement Newsletter.
- Retention, Recognition, and Recruitment.

Robert J. Garza, “RJ” – NTMC General Manager

ORGANIZATIONAL CHART

VACANCIES

- Dispatcher- 1
- Mechanic I- 1
- Mechanic II- 1
- Mobility Services Representative- 2
- Service Attendants- 2 (FT)
- Service Attendant – 1 (PT)
- Operators- 17





NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF OCTOBER 31, 2021

(UNAUDITED)

Description	Month Ended October 31, 2021			Year to Date October 31, 2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expenses							
Salary, Wages and Benefits	\$ 527,521	\$ 675,584	\$ 148,063	\$ 527,521	\$ 675,584	\$ 148,063	\$ 5,787,307
Outsourced Services and Charges	-	38,936	38,936	-	38,936	38,936	450,970
Materials and Supplies	-	184	184	-	184	184	1,936
Insurance	-	6,097	6,097	-	6,097	6,097	65,842
Employee Development	97	5,645	5,548	97	5,645	5,548	58,660
Total Operating Expenses	<u>527,618</u>	<u>726,446</u>	<u>198,828</u>	<u>527,618</u>	<u>726,446</u>	<u>198,828</u>	<u>6,364,715</u>
Income (Loss) before Transfers	(527,618)	(726,446)	198,828	(527,618)	(726,446)	198,828	(6,364,715)
Transfers In	<u>527,618</u>	<u>726,446</u>	<u>(198,828)</u>	<u>527,618</u>	<u>726,446</u>	<u>(198,828)</u>	<u>6,364,715</u>
Total Transfers	<u>527,618</u>	<u>726,446</u>	<u>(198,828)</u>	<u>527,618</u>	<u>726,446</u>	<u>(198,828)</u>	<u>6,364,715</u>
Change in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION

AS OF OCTOBER 31, 2021

(UNAUDITED)

	<u>October 31, 2021</u>	<u>September 30, 2021</u>	<u>Change</u>
Assets			
Operating Cash & Cash Equivalents	\$ 396,091	\$ 381,843	\$ 14,247
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	-	85,609	(85,609)
Total Assets	<u>396,091</u>	<u>467,452</u>	<u>(71,361)</u>
Liabilities			
Accounts Payable and Accrued Expenses	<u>396,091</u>	<u>467,452</u>	<u>(71,361)</u>
Total Liabilities	<u>396,091</u>	<u>467,452</u>	<u>(71,361)</u>
Net Position			
Change in Net Position	<u>-</u>	<u>-</u>	<u>-</u>
Total Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

MEMO

To: NTMC Board of Directors

From: Robert J. Garza, General Manager, *RJ Garza*

CC: NTMC Officers; Louise Francois, AGM, and John Hendrickson, HTG President

Date: December 3, 2021

Subject: Discuss and take necessary action regarding extending the term of the Transportation Management Services Agreement provided by Hendrickson Transportation Group

BACKGROUND:

Under the First Amended and Restated Agreement between NTMC and Hendrickson Transportation Group (HTG) to provide Transportation Management Services, the renewal term requires providing a ninety (90) day notice prior to expiration of the initial term of the agreement. For this reason, this item is on the agenda for Board consideration. As you know, HTG has provided services for nearly two (2) years without an increase from the original Term Agreement, and the NTMC Board approved Management Services as follows:

- March 25, 2021: Resolution 2020-N008 – Six (6) month Term Agreement
- July 22, 2021: Authorized NTMC President to extend the GM Contract thru Dec. 2020
- October 21, 2020: Authorized NTMC President to extend GM Contract thru March 2021
- April 5, 2021: Authorized NTMC President to execute First Amended and Restated Agreement for Transportation Services with HTG, as approved by the Board.

Article I Term 1.1:

The Initial Term of this Agreement shall commence on April 1, 2021 (the “Effective Date”) and shall continue for a period of twelve (12) months unless sooner terminated as provided herein. Thereafter, NTMC shall have the option to extend the Term of this Agreement for an additional twelve (12) month period (“Renewal Term”) by providing written notice ninety (90) days prior to the expiration of the Initial Term. 1.2 NTMC may terminate this Agreement, with or without cause, by giving ninety (90) days prior written notice to Contractor. In the event such early termination occurs prior to the expiration of the Initial Term or any Renewal Term, Contractor shall be entitled to total compensation in the amount of \$105,153.00 as follows: \$72,444.00 for such early termination of the General Manager and \$32,709.00 for such early termination of the position of Safety Coordinator who shall also serve as Secretary to the NTMC Board of Directors. Additionally, in the event of early termination, NTMC shall reimburse Contractor for the balance remaining on the General Manager’s lease agreement through the end of the Initial Term or the Renewal Term.

RECOMMENDATION:

NTMC staff recommends authorizing the NTMC President to execute and renew the term of the First Amended and Restated agreement and allowing a 3% increase effective April 1, 2022.

FINANCIAL IMPACT:

Professional Service would increase a total of \$12,618 for the entire twelve month period, and \$6,309 would impact this budget year and become effective April 1, 2022 (based on $\$420,600 \times 3\% / 2$). This proposed increase can be accommodated through current budget savings. The budget cycle for next fiscal year would require the same amount of \$6,309 increase for the first six months of next fiscal year and would be part of the over all budget cycle preparation. In addition, a decision would need to be made within that timeframe for future management services including a possible request for proposals as the procurement process will require approximately 90 days to complete.

If you should have any questions or concerns, please feel free to contact me.

STATE OF TEXAS § **FIRST AMENDED AND RESTATED**
 § **AGREEMENT FOR TRANSPORTATION**
COUNTY OF DENTON § **MANAGEMENT SERVICES**

This First Amended and Restated Agreement for Transportation Management Services (“Agreement”) is made by and between North Texas Mobility Corporation (“NTMC”) and Hendrickson Transportation Group LLC (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the Parties previously entered into that certain Agreement for Transportation Management Services (“Original Agreement”) on April 8, 2021; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to provide for the position of Secretary and Treasurer with the NTMC Board of Directors;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Initial Term of this Agreement shall commence on April 1, 2021 (the “Effective Date”) and shall continue for a period of twelve (12) months unless sooner terminated as provided herein. Thereafter, NTMC shall have the option to extend the Term of this Agreement for an additional twelve (12) month period (“Renewal Term”) by providing written notice ninety (90) days prior to the expiration of the Initial Term.

1.2 NTMC may terminate this Agreement, with or without cause, by giving ninety (90) days prior written notice to Contractor. In the event such early termination occurs prior to the expiration of the Initial Term or any Renewal Term, Contractor shall be entitled to total compensation in the amount of \$105,153.00 as follows: \$72,444.00 for such early termination of the General Manager and \$32,709.00 for such early termination of the position of Safety Coordinator who shall also serve as Secretary to the NTMC Board of Directors. Additionally, in the event of early termination, NTMC shall reimburse Contractor for the balance remaining on the General Manager’s lease agreement through the end of the Initial Term or the Renewal Term.

Article II
Contract Documents

- 2.1 This Agreement consists of the following items:
- A. This Agreement; and
 - B. Scope of Work for services provided to NTMC (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents”.

Article III Scope of Work

3.1 Contractor shall provide the services specifically set forth in Exhibit “A”.

3.2 The General Manager shall report directly to the NTMC Board of Directors. In addition to those services enumerated in Exhibit “A”, the following requirements for the General Manager and Assistant General manager shall apply:

- A. They shall be a qualified, diligent, expert, and efficient executive who will reside within an area approved by NTMC. The General Manager will serve as operating officer and be responsible for the day-to-day operation of NTMC in an efficient and effective manner.
- B. The General Manager may, from time to time, have responsibilities to other Contractor managed transit systems, but such responsibilities shall be clearly incidental to General Manager’s position with NTMC and not interfere with General Managers day to day operations of NTMC. In absence of the General Manager, the Assistant General Manager may be assigned additional duties as may be necessary to maintain safe and efficient operations.
- C. Any subsequent appointees to the position of General Manager or Assistant General Manager shall be the responsibility of Contractor but shall not be made without first obtaining the advice and consent of NTMC.
- D. If either of the person assigned to the position of General Manager or Assistant general manager are proven to be incapable of performing his/her duties in a manner acceptable to NTMC, then NTMC will advise Contractor and a replacement acceptable to NTMC shall be assigned by Contractor.
- E. If the person assigned to the position of General Manager or Assistant General Manager suffers a disability for a period in excess of two (2) weeks, Contractor shall secure a qualified individual to fill the position(s) for as long as the disability may continue, or to replace such individual if necessary, all subject to the advice and consent of NTMC.
- F. Contractor shall not reassign the appointed General Manager or Assistant General Manager to another position with Contractor or otherwise replace the General Manager without the prior substitution of a General Manager or Assistant General Manager acceptable to NTMC.

3.3 Contractor's Responsibilities:

- A. All services rendered by Contractor shall be directly supervised by a senior management executive of Contractor.
- B. The performance of bus operation and maintenance shall be monitored by a senior management executive of Contractor through Contractor's management information system and on-site visits.
- C. All services rendered by Contractor shall be subject to the reasonable supervision and control of NTMC's Board designated representative.
- D. Contractor shall be solely responsible for all matters relating to payment of its agents and employees, including compliance with social security, withholding, workers compensation, unemployment and all other regulations governing such matters.

**Article IV
Schedule of Work**

Contractor agrees to commence the services upon a Notice to Proceed from NTMC and to complete the required services in accordance with a work schedule mutually established by NTMC and Contractor. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Notice to Proceed from NTMC shall be entirely at Contractor's own risk.

**Article V
Compensation and Method of Payment**

5.1 NTMC shall compensate Contractor for services under this Agreement in an amount not to exceed Twenty- Four Thousand One Hundred Forty -Eight Dollars (\$24,148.00) per month.

5.2 In addition to the compensation set forth in 5.1, NTMC shall compensate Contractor for the services of providing a Safety Coordinator who shall also serve in the position of Secretary for the NTMC Board of Directors as provided in Exhibit "A-1" attached hereto and incorporated herein by reference. Additionally, Contractor shall provide a Treasurer for the NTMC Board of Directors as set forth in Exhibit "A-1".

5.4 NTMC shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.5 Contractor shall submit invoices for services rendered under this Agreement to:

NTMC

Accounts Payable
P. O. Box 96
Lewisville, Texas 75067

Article VI Suspension of Work

NTMC shall have the right to immediately suspend work by Contractor if NTMC determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should NTMC require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by NTMC, and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

7.3 NTMC shall furnish the necessary facilities, equipment, telephones, facsimile machines, including computer software necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor is acting independently, and that NTMC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of NTMC.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may

only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of NTMC (naming NTMC and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "B" attached hereto and incorporated herein. Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for NTMC prior to the Effective Date of this Agreement.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

11.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

11.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of NTMC. In the event of an assignment by Contractor to which NTMC has consented, the assignee shall agree in writing with NTMC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

11.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.8 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that NTMC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of NTMC. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.9 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

11.10 Recitals. The recitals to this Agreement are incorporated herein.

11.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for NTMC:

Dean Ueckert
Chairman
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower, 500 North Akard
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Contractor:

John L. Hendrickson
President
Hendrickson Transportation Group LLC
P. O. Box 2032
Waco, Texas 76703
Phone: 254-405-4200

11.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.14 Indemnification. NTMC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST NTMC, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "NTMC") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF NTMC. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS NTMC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF NTMC). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST NTMC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM NTMC, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO NTMC. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CONTRACTOR SHALL INDEMNIFY NTMC FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY CONTRACTOR ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

11.15 Audits and Records. Contractor agrees that during the term hereof NTMC and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by NTMC or date of termination if sooner.

11.16 Conflicts of Interests. Contractor represents that no official or employee of NTMC has any direct or indirect pecuniary interest in this Agreement.

11.17 Compliance with Federal, State & Local Laws: Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.18 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.19 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

11.20 Prohibition of Boycott Energy Companies. Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

11.21 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

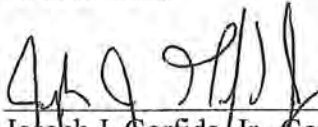
(signature page to follow)

EXECUTED this 29th day of SEP, 2021.

North Texas Mobility Corporation

By: 
Dean Ueckert, Chairman

Approved as to form:

By: 
Joseph J. Gorfida, Jr., General Counsel
(09-21/2021:TM 124914)

EXECUTED this 29th day of SEPTEMBER, 2021.

Hendrickson Transportation Group LLC

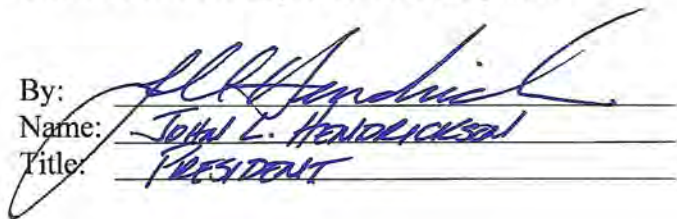
By: 
Name: John L. Hendrickson
Title: PRESIDENT

EXHIBIT "A-1"
Scope of Work

HTG will provide a Safety Coordinator/Secretary and a Treasurer as part of the Amendment 1 as defined below:

Safety Coordinator and Secretary:

Under the direction of the President of HTG or their assigned designee, the Safety Coordinator and Secretary develops, coordinates, schedules, and conducts driver training programs. Responsible for accident investigation, accident review board activities, and retraining/refresher programs. Instructs and provides training on all aspects of vehicle operation in the course of passenger transportation, including, but not limited to, defensive driving; service area familiarization; passenger loading, unloading and securement; proper manifest documentation; use of on-board equipment; accident and emergency procedures; dispatch and radio communications; and passenger sensitivity. Upholds the HTG mission and vision to internal and external customers and leads by example.

Additional job duties include serving as the Secretary of the NTMC Board of Directors and (i) shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; (ii) shall attend to the giving and serving of all notices; (iii) in furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; (iv) shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, (v) shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Treasurer estimated at 12 hours per Board meeting with following duties:

- Present financial reports/items to NTMC Board of Directors. The NTMC monthly financial statements are prepared by DCTA Finance Department (As a local government corporation created by DCTA and accounted for as a blended component unit included in DCTA's financial statements, the DCTA Finance Department is responsible for preparing NTMC financial statements in conjunction with DCTA financial statements.)
- Prepare Annual NTMC budget requests for consideration of funding by DCTA
- Prepare Budget amendments if additional expenses are identified that cannot be accommodated within the existing budget
- Work with the General Manager in presenting other financial items to the Board of Directors.
- Other duties as may be required by the Board of Directors or the Corporations By-Laws.

EXHIBIT "A-1"

Scope of Work

Secretary Position	
Payroll	\$68,000
Health	\$18,996
401K	\$4,080.00
FICA	\$5,202.00
ST/LT/Life	\$5,376
Admin	\$2,541.35
Secretary Total	\$104,195
Treasurer Position	
10 hrs per board meeting	
@ 12 meeting per year at 185 per hour	\$26,640
Total per proposal	\$130,835

EXHIBIT "B"
Insurance Requirements

INSURANCE REQUIREMENTS

Contractor shall provide the NTMC a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from NTMC. Contractor shall provide NTMC evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the bidder's policy. Work shall not commence until insurance has been approved by NTMC.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. NTMC reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence.....\$1,000,000
- General Aggregate\$2,000,000
- Products/Completed Aggregate\$2,000,000
- Personal Advertising Injury per occurrence\$1,000,000
- Fire Damage.....\$100,000
- Medical Expense\$5,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit\$1,000,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:

each accident

Disease Policy Limits

Disease each employee

Statutory Limits per occurrence

- Each accident\$1,000,000
- Disease Policy Limits\$1,000,000
- Disease each employee.....\$1,000,000

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- \$1,000,000 per claim
- \$1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name NTMC, its directors and employees as additional insured regarding Contractor operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of NTMC, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to NTMC. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

Contractor shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by NTMC. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by NTMC shall not relieve or decrease the liability of Contractor hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Contractor's coverage), INCLUDING ALL SUBCONTRACTORS. All

certificates from Contractor and any subcontractors must be issued reflecting NTMC as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by NTMC. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

Contractor and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after NTMC has received written notice. In the event of cancellation or lapse of insurance, Contractor shall notify NTMC immediately and unless otherwise directed by NTMC, shall cease work until evidence of acceptable insurance coverage is supplied to NTMC.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.