



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, November 24, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

[MIN-15:101](#) Minutes for the Finance Committee meeting on October 27, 2015

Attachments: [Minutes](#)

[MIN-15:105](#) Minutes for the special called Finance Committee meeting on November 3, 2015

Attachments: [Minutes](#)

[MIN-15:108](#) Minutes for the special called Finance Committee meeting on November 17, 2015

Attachments: [Minutes](#)

4. New Business

Ordinances To Be Introduced

[ORD-15:062](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DELTA DENTAL TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016

Sponsors: Finance and Mayor's Office

Attachments: [Delta Dental Contract](#)

[ORD-15:063](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH ARKANSAS BLUE CROSS BLUE SHIELD TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016

Sponsors: Finance and Mayor's Office

Attachments: [Jonesboro Municipal Airport](#)
[COJ Contract](#)
[COJ Prescription Contract](#)
[JURHA Contract](#)
[Library Contract](#)

ORD-15:064 AN ORDINANCE TO PLACE THE PROPOSED JONESBORO PROPERTY MAINTENANCE CODE ON THE BALLOT FOR A VOTE OF THE CITIZENS OF JONESBORO ON MARCH 1, 2016 AND DECLARING AN EMERGENCY

Resolutions To Be Introduced

RES-15:166 A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OJJDP-INTERNET CRIMES AGAINST CHILDREN SUBAWARD (NO. ICAC13-C2-07) FROM THE ARKANSAS STATE POLICE (ASP)

Sponsors: Grants and Police Department

Attachments: [ICAC13 2nd Continuation Subgrant Award Letter-Jonesboro PD](#)
[ICAC13-C2-07 Subgrant Agreement-Jonesboro PD](#)
[ICAC13 2nd Continuation Subgrant Special Conditions](#)
[Approved ICAC13-C2-07 Budget Detail Worksheet -Jonesboro PD \(2\)](#)
[FY 2015 ICAC MOU](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:101 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 10/29/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the Finance Committee meeting on October 27, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on October 27, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, October 27, 2015

4:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and Todd Burton

Absent 1 - Rennell Woods

3. Approval of minutes

MIN-15:095

Minutes for the Finance Committee meeting on October 13, 2015

Attachments: [Minutes](#)

A motion was made by Councilman John Street, seconded by Councilman Todd Burton, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and Todd Burton

Absent: 1 - Rennell Woods

4. New Business

Resolutions To Be Introduced

RES-15:157

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY'S SALARY AND ADMINISTRATION POLICY

Sponsors: Human Resources

Human Resources Director Gloria Roark explained the city's current policy says the pay plan will be increased every year as the employee's get a COLA. There is now a problem with compression because new hire employees are being hired in at the same rate as employees who have been here for six or seven years. She further explained the resolution will change the wording to "may" to allow the mayor the flexibility of deciding when to raise the rates, as needed.

Chairman Dover stated the Longevity Committee is meeting with the Johansen Group on November 12th. He asked if this is something that should be done before

that date or if it should be done after. Mayor Perrin answered it won't make a difference because their recommendation is going to be the same as what this resolution is reflecting. When former Chief Financial Officer Ben Barylske met with the Johansen Group several months ago, they indicated to him that the city will never be able to handle the compression problem if COLA's keep being adding to the different pay scales. Ms. Roark added if the resolution isn't passed until after January 1, then the city is bound to have to raise the salary plan again this year.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Ann Williams;John Street;Darrel Dover;Charles Coleman and Todd Burton

Absent: 1 - Rennell Woods

5. Pending Items

RES-15:060

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO AMEND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A DEPUTY CITY CLERK POSITION TO THE CITY CLERK'S OFFICE

Sponsors: City Clerk

Attachments: [Deputy clerk job description](#)
[Salary & Administration Plan 2010](#)
[Salary & Administration Plan 2015](#)

Chairman Dover noted this position has been discussed for a while. Mayor Perrin agreed, saying the position has been approved but the salary has not been set.

City Clerk Donna Jackson explained they have been working on this position since January 1 and in that time the city has had about 8 to 12 positions adopted. She stated she's having a hard time understanding why she's being put through this process. She feels like she has worked with the system and would like an answer. She's gone all year without being able to replace the vacancy in her office.

Chairman Dover asked Ms. Roark to clarify the process of adding a new position to the salary plan. Ms. Roark explained several years ago the city adopted the Johansen Plan, which is a piece of software that is a job description writer. There are 15 factors that determine the importance of a job. She discussed the survey that the department head fills out to write the job description. Once the information is in the system, it evaluates the information and gives each description a weight. That weight determines how many points each job is given and each job is given a break off as set by the points. After she receives the information, she meets with the mayor to make sure the new position is approved. She noted in the past she almost met with former Chief Financial Officer Ben Barylske to determine whether the new position looked right. They use a "sore thumbing" process in which similar jobs across the city are compared.

Councilman Burton clarified that the actual increase is only about \$2,000. City Clerk Jackson explained based on the figures they were given, Office Manager Nikki Nottingham currently makes \$42,212, with the new position earning \$52,770, for a difference of \$10,560. The office manager position that will be vacant once Ms. Nottingham takes the new position will start at the lowest salary. She noted that the majority of approved positions on her list did not start at the lowest; rather, they

started closer to midrange and then were given merit increases. The office manager position will pay \$8,423 less than what Ms. Nottingham is currently making, resulting in an overall difference of \$2,137. In return, she will get two college graduated employees with technical abilities. She noted she is trying to work with fewer employees and go with the technology as opposed to larger staff, which has been her goal for a long time.

City Clerk Jackson explained Ms. Nottingham currently has a Bachelor of Science degree in Information Systems and is working on another degree in Accounting through Penn State. She noted Ms. Nottingham is paying for the schooling herself; the city is not funding it. She added they are trying to cross-train. The position requires an understanding of state statutes regarding abandonments, elections, annexations, ordinance preparation and publication, FOI law, personnel matters and filing requirements with state agencies. Accuracy is critical to the day to day operations of the Clerk's Office. Ms. Nottingham has been an employee for ten years and has been performing extra duties for two or more years. Some added duties include budget development and oversight, as well as auditing accounts with outside agencies such as Municode and Legistar.

City Clerk Jackson stated they have followed the salary plan and even adjusted it three or four times. She added since she is another elected official she feels like Ms. Roark should've been communicating with her instead of the mayor. She explained several years ago she was told they could do a merit increase. But, for good government there needs to be a balance of power and with what her office does it is important to remain neutral, which is what she is trying to do here.

Councilwoman Williams asked if other cities have deputy city clerk positions. City Clerk Jackson answered yes, but the difference is that Jonesboro has opted for the technology with Legistar. Jonesboro is the only city in the state who uses Legistar in that fashion and Ms. Nottingham is key to that software. She noted Ms. Nottingham is her IT person similar to how Information System Director Erick Woodruff is for the city. City Clerk Jackson added the software now has videos, as well as other pieces of software, that enable users to pull up the information from anywhere and Ms. Nottingham is good at the job.

City Clerk Jackson continued by saying when you compare Ms. Nottingham's position to other elected officials departments, to be compared to a secretarial position or an office manager is not doing her justice.

Parks Director Wixson Huffstetler stated he has nothing against City Clerk Jackson or Ms. Nottingham because they are both great people and he works with both of them. His concern is that the grade is more than his grade as Parks & Recreation Director. He supervises 75 people, works seven days a week and works with over 6,000 parents per year. He stated this job doesn't work seven days a week, instead it works 8 to 5. City Clerk Jackson disagreed.

Chairman Dover stated the job description sets up the salary. He's having problems with some of the factors. He questioned who decides everything and who makes the call. Ms. Roark explained the history of the salary plan. Once the groundwork was laid, she took on the responsibility of administering the pay plan and making her recommendations to the mayor. She noted other grade 125's are director of planning and chief operations officer for the mayor. She questioned whether Ms. Nottingham's job is comparable to LM Duncan, Chief Operations Officer. City Clerk Jackson answered yes. She stated her office is an elected office just the Mayor's Office and the City Attorney's office. But, her office tends to be treated like secretarial staff, yet they handle the same data. She stated she her office is more critiqued and has more

detail that has to be completed. Minutes have to be done the next day. But, there is a mentality that has been going on in the city for a long time. She added for anyone to say that Ms. Nottingham's position is less important than Mr. Duncan's or anyone else's in the city is wrong.

Chairman Dover explained he would like to get a handle on job descriptions since that determines what the computer program kicks out. Mr. Huffstetler agreed, saying his job description was made in 2009 and his department has grown since then. His job description states he has 2-3 supervises, when in reality he has 10.

Chairman Dover expressed concern that they were getting to where people are saying their jobs are more important than others. City Clerk Jackson said that it's interesting to her that wasn't a concern until this job title change came up. This has not happened with any other position that has come up, but now there's a department head from another elected office coming up and objecting to the position.

Councilman Burton stated the question is whether there is a need for the position. Chairman Dover stated there is an obvious need for the position.

Mayor Perrin noted Johansen is coming back on November 12th to meet with the Longevity Committee. He would like to talk to Johansen, then talk to City Clerk Jackson about the salary range and then present the resolution. City Clerk Jackson stated the committee has already put a motion on the floor. She went on the say she's waited a solid year. No one has spoken with her. Mayor Perrin stated the position is needed, but it appears, based on information from around the state, that the salary range could be too high for the position. City Clerk Jackson asked whose opinion that was based on. She stated the reasoning is vague and she has not been given one piece of concrete proof and evidence; rather, the problem is opinions. She reiterated she's been trying to get someone to communicate with her for months.

Chairman Dover stated what everyone else makes immaterial. City Clerk Jackson disagreed because the comparison to what other people makes is exactly what just happened. Chairman Dover explained his issue is with job description. City Clerk Jackson stated she calls this discrimination. Chairman Dover disagreed. City Clerk Jackson added Chairman Dover stated he would talk with her about the situation in two weeks and that was three months ago and she never heard another word. Chairman Dover agreed. City Clerk Jackson explained someone can be called difficult, but she's worked within the system, gone to everybody, but it's not until the resolution comes up on the agenda that something gets said. She added the mayor doesn't like to be blindsided and neither does she.

Chairman Dover reiterated his issue is with the job description. City Clerk Jackson stated they followed the Johansen study. Chairman Dover stated there has to be checks and balances in the system because however you write the job description is how the salary is determined. City Clerk Jackson referred to a current office manager who received their title change and a raise that almost maxed them out on salary range, yet the job qualifications were lowered.

Chairman Dover asked when the resolution would go to full Council. Mayor Perrin answered the next Council meeting is November 3rd, but Johansen won't be here until November 12th and he won't be meeting with City Clerk Jackson until November 16th.

Councilman Coleman stated Mr. Huffstetler has done an outstanding job and his salary is out of kilter. He added he thinks Ms. Nottingham's salary is out of kilter for the type of position she is doing. He thinks both positions need to be looked at. He

explained when you have a person who supervises ten people and they're being paid peanuts, that bothers him. If you've got another person who helps handle legal issues with the city, that's even more dynamite to him and if that's out of kilter then the city has problems. He stated he doesn't think Mr. Huffstetler nor Ms. Nottingham are getting paid the money they should be getting paid.

City Clerk Jackson stated when they look at this situation she thinks they need to start looking at how the different elected offices are handled when it comes to budgets and personnel. She noted the mayor does not run the day to day operations of the clerk's office.

Mayor Perrin asked if there would be an office manager in addition to this position. City Clerk Jackson answered yes, but the secretarial position will not be filled.

Councilman Coleman asked if the Mayor's Office can take care of a merit raise for the parks director. Mayor Perrin answered yes. Councilman Coleman then asked if that would be on top of the Johansen salary. Mayor Perrin answered yes.

A motion was made by Councilman Todd Burton, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and Todd Burton

Absent: 1 - Rennell Woods

6. Other Business

7. Public Comments

8. Adjournment

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Darrel Dover; Charles Coleman and Todd Burton

Absent: 1 - Rennell Woods



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:105 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/4/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Finance Committee meeting on November 3, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on November 3, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, November 3, 2015

5:15 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Todd Burton and Rennell Woods

3. New Business

Resolutions To Be Introduced

[RES-15:163](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH GRANT COUNTY, ARKANSAS TO TRANSFER AIRPORT IMPROVEMENT ENTITLEMENT FUNDS BETWEEN GRANT COUNTY, ARKANSAS AND THE CITY OF JONESBORO

Sponsors: Grants and Municipal Airport Commission

Attachments: [JBR Municipal Airport Transfer of Entitlements](#)

Mayor Perrin explained the Airport has several projects going on at this time. Grant County will not be using their funding, so the Jonesboro Airport will receive their funding and in exchange the Jonesboro Airport will give Grant County their funding in 2017.

Councilman Street added he spoke with George Stem before the meeting and Mr. Stem indicated this funding will help the Jonesboro Airport stay on track with their master plan.

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

4. Adjournment

A motion was made by Councilman John Street, seconded by Councilwoman

Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-15:108 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 11/18/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Finance Committee meeting on November 17, 2015
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Finance Committee meeting on November 17, 2015



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, November 17, 2015

5:15 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Perrin was also in attendance.

Present 6 - Ann Williams; John Street; Darrel Dover; Charles Coleman; Todd Burton and Rennell Woods

3. New Business

Resolutions To Be Introduced

RES-15:164

A RESOLUTION TO CONTRACT WITH PEPSI BEVERAGES COMPANY FOR EXCLUSIVE POURING RIGHTS AT JONESBORO MIRACLE LEAGUE PARK

Sponsors: Parks & Recreation

Attachments: [Miracle League - CDA Beverage Agreement NEW1.pdf](#)

Chairman Dover asked this that item be walked on to the Council meeting this evening. The resolution was supposed to be addressed at the Finance Committee meeting last week, but due to the lack of a quorum there was no meeting.

Parks Director Wixson Huffstetler explained the contract is for five years, not ten years as originally proposed.

A motion was made by Councilman John Street, seconded by Councilman Rennell Woods, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods

4. Adjournment

A motion was made by Councilman John Street, seconded by Councilman Rennell Woods, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - Ann Williams; John Street; Charles Coleman; Todd Burton and Rennell Woods



Legislation Details (With Text)

File #:	ORD-15:062	Version:	2	Name:	Contract with Delta Dental for insurance for city employees in 2016
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	11/12/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DELTA DENTAL TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016				
Sponsors:	Finance, Mayor's Office				
Indexes:	Contract, Employee benefits				
Code sections:					
Attachments:	Delta Dental Contract				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH DELTA DENTAL TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016
WHEREAS: the City of Jonesboro currently maintains insurance for its employees through Delta Dental; and

WHEREAS: the current contract expires December 31, 2015; and

WHEREAS: the City has negotiated a favorable rate for insurance coverage that would not be feasible or practical to request bids.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that

SECTION ONE: That the City of Jonesboro shall enter into a contract for insurance coverage with Delta Dental for no increase in premiums. The City will pay the entire premium of \$26.92 for single coverage, and the city will pay \$26.92 toward the family premium.

SECTION TWO: Due to the need to maintain adequate coverage for the city employees at an advantageous rate, competitive bidding would neither be feasible nor practical. As such, pursuant to the provisions of ACA 14-58-303 and 14-58-304, competitive bidding is hereby waived.

SECTION THREE: That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate the contract.



September 1, 2015

Ms. Gloria Roark
City Of Jonesboro
P O Box 1845
Jonesboro, AR 72403

Re: Dental Plan 000009448 - City Of Jonesboro

Dear Ms. Gloria Roark,

Thank you for continuing to put your trust in Delta Dental of Arkansas. By sponsoring a dental plan for your employees, we know you understand the important connection between good oral health and good overall health. Our goal at Delta Dental is to provide valuable dental benefits for your employees with lower costs through our vast network of dentists, all at a competitive premium.

Enclosed are the rates and documents related to your prospective contract renewal.

Please contact your agent or your Delta Dental Account Manager if you have any questions or if you would like to make adjustments to your plan. We look forward to continuing to serve you and your employees over the years to come.

Also enclosed please find Delta Dental's Gramm-Leach-Bliley Act notice regarding our privacy practices. This is being provided to you as described in Article 8 of your contract. Please be sure your employees are provided access to this policy which is also available at our website www.deltadentalar.com.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Reavis", written over a horizontal line.

Jay Reavis
Vice President
Sales and Account Management

CC. Stephens Insurance, LLC.



Delta Dental of Arkansas
Renewal Rates for City Of Jonesboro - 000009448
Effective January 01, 2016

Rates		
	Current Rates	Renewal Rates
Employee	\$26.92	\$26.92
Employee & Family	\$85.72	\$85.72
Overall Percent Change		0.00%



Delta Dental of Arkansas

Dental Benefit Highlights for

City Of Jonesboro

Coverage Effective January 01, 2016

Delta Dental PPO Plus Premier	PPO Dentist Plan Pays	Premier Dentist Plan Pays	Non-participating Dentist Plan Pays*
A - Diagnostic and Preventive Services			
Cleanings	100%	100%	90%
Exams	100%	100%	90%
Fluoride	100%	100%	90%
Sealants	100%	100%	90%
Bitewing X-rays	100%	100%	90%
Full Mouth X-rays	100%	100%	90%
B - Basic Restorative Services			
Space Maintainers	80%	80%	72%
Emergency Palliative Treatment	80%	80%	72%
Simple Extractions	80%	80%	72%
Fillings	80%	80%	72%
Endodontics	80%	80%	72%
Non-surgical Periodontics	80%	80%	72%
Oral Surgery	80%	80%	72%
C - Major Restorative Services			
Surgical Periodontics	50%	50%	45%
Crowns	50%	50%	45%
Bridges	50%	50%	45%
Dentures	50%	50%	45%
Endosteal Implants	50%	50%	45%
D - Riders			
Orthodontia	50%	50%	45%
Orthodontia Age Limit	None		
Maximums and Deductibles			
Annual Maximum	\$1,000		
Annual Maximum Carryover	Maximum: \$250	Threshold: \$499	
Orthodontia Lifetime Maximum	\$1,000		
Deductible: \$50	Limit: 3x	Applies to: B & C	
Dependent Age Limit	26		

**When you receive services from a Non-participating Dentist, the percentages in this column indicate the portion of Delta Dental's Non-participating Dentist Fee that will be paid for those services. The Non-participating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.*

GRAMM-LEACH-BLILEY PRIVACY NOTICE

What Does Delta Dental Do With Your Personal Information?

Why?: Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?: The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Insurance claim information
- Transaction history and Medical information
- Credit card payments and Employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

Why?: All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reasons Delta Dental chooses to share, and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Delta Dental Share?	Can You Limit This Sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

What We Do?	
How does Delta Dental protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Delta Dental collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Apply for insurance • Pay insurance claims • File an insurance claim • Use your credit or debit card • Give us your contact information
Why can't I limit all sharing?	Federal law gives you the right to limit only:

	<ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes— information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws may give you additional rights to limit sharing.</p>
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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with the Delta Dental name in Michigan, Ohio, Indiana, Kentucky, Tennessee, New Mexico, and North Carolina; insurance companies such as Renaissance Life & Health Insurance Company of America and Renaissance Health Insurance Company of New York; and others such as Renaissance Systems & Services, LLC.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Delta Dental does not share your personal information with non-affiliates so they can market to you.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. Delta Dental does not jointly market with non-affiliated financial companies.

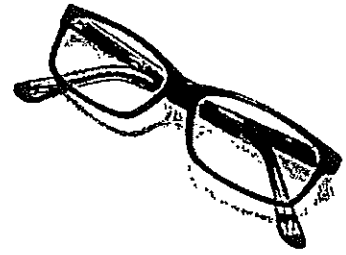
Other Important Information
For customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA: To review your personal information, write to Privacy Officer, 1513 Country Club Road, Sherwood, Arkansas 72120. You must state your full name, address, policy number (if applicable) and the information you would like to see. We will tell you what information we have, and you may review and copy it at our office or ask that we mail a copy to you for a fee. If you think that personal information that we have about you is wrong, you may write to us. We will tell you what actions we take because of your letter. If you do not agree with our actions, you may send us a statement.

Questions?: Send all requests regarding this Privacy Notice to:

Delta Dental Plan of Arkansas, Inc.
 Attn: Chief Privacy Officer
 1513 Country Club Road
 Sherwood, Arkansas 72120



NOW OFFERING VISION PLANS FOR LESS THAN \$4 A MONTH!



**Vision plans
that will
make
you smile.**

With vision and eye health problems affecting more than 140 million people in the United States,¹ the demand for vision coverage continues to increase. Delta Dental of Arkansas, through a partnership with Avesis, has expanded its vision plan offerings and can help design a plan to fit your company's needs.

Delta Dental offers vision-only plans as well as the option to bundle your vision plan with a dental plan, providing you with the convenience of having one carrier for your vision and dental coverage. Who wouldn't want one ID card instead of two?

Delta Vision Plans

Delta Vision Plans	Exam + Materials	Materials-Only	Exam-Only
Eye Examination	Covered	Not covered	Covered
Standard Spectacle Lenses	Covered	Covered	Not Covered
Frame	Covered up to \$150	Covered up to \$150	Not Covered
Elective Contacts	Covered up to \$130	Covered up to \$130	Not Covered
Medically Necessary Contacts	Covered	Covered	Not Covered



**Let us help design a vision plan
that works for your group.
Email SALES@DDPAR.COM or
call your sales representative
for rates and more information.**

¹ Prevent Blindness in America. <http://www.visionproblemsus.org/>



CITY OF JONESBORO
CLAIMS ANALYSIS COMPARISON
Group Number: 9448

Type of Services	05/01/2013 - 04/30/2014				05/01/2014 - 04/30/2015				Percent Change Year to Year			DD CO Wide % of Total Paid 2014	
	Claims Paid	Percent of Total Paid	# Proc	Average Cost Per Employee	Claims Paid	Percent of Total Paid	# Proc	Average Cost Per Employee	Claims Paid	# of Procedures	Average Cost Per Employee		
Diagnostic	\$89,277.32	27.52%	2,967	\$160.00	\$86,495.00	29.54%	2,984	\$153.91	N/A	0.57%	N/A	-3.81%	24.64%
Perio Prophy	\$0.00	0.00%	0	\$0.00	\$297.00	0.10%	3	\$0.53	N/A	N/A	N/A	N/A	0.12%
Preventive	\$2,847.38	19.37%	1,586	\$112.63	\$62,504.40	21.35%	1,588	\$111.22	-0.55%	0.13%	0.13%	-1.25%	16.77%
Sealant	\$2,347.00	0.72%	80	\$4.21	\$1,523.80	0.52%	72	\$2.71	-35.07%	-10.00%	-10.00%	-35.54%	0.76%
Space Maintainers	\$229.60	0.07%	2	\$0.41	\$459.20	0.16%	3	\$0.82	100.00%	50.00%	50.00%	98.58%	0.16%
Endodontics	\$24,468.18	7.54%	76	\$43.85	\$15,022.80	5.13%	53	\$26.73	-38.60%	-30.26%	-30.26%	-99.04%	7.39%
Extractions	\$3,966.40	1.22%	88	\$7.11	\$6,753.70	2.31%	143	\$12.02	70.27%	62.50%	62.50%	69.06%	2.95%
Oral and Maxillofacial Surgery	\$12,545.70	3.90%	89	\$22.65	\$6,902.30	2.36%	57	\$12.28	-45.42%	-35.96%	-35.96%	-45.81%	4.37%
Perio Maintenance	\$1,320.00	0.41%	35	\$2.37	\$1,320.00	0.46%	32	\$2.39	0.00%	0.00%	0.00%	-8.57%	0.75%
Periodontics - Nonsurgical	\$3,303.70	1.02%	46	\$5.92	\$1,405.60	0.48%	19	\$2.50	-57.45%	-58.70%	-58.70%	-57.76%	3.22%
Periodontics - Surgical	\$0.00	0.00%	0	\$0.00	\$358.00	0.12%	3	\$0.54	N/A	N/A	N/A	N/A	0.54%
Restorative Basic	\$39,271.56	12.10%	540	\$70.38	\$35,802.49	12.23%	501	\$63.71	-8.83%	-7.22%	-7.22%	-9.48%	15.28%
Implants	\$6,032.05	1.86%	29	\$10.31	\$6,237.60	2.13%	18	\$11.10	3.41%	-37.93%	-37.93%	2.67%	1.92%
Prosthetic Repair	\$820.00	0.25%	18	\$1.47	\$313.50	0.11%	17	\$0.56	-61.77%	-5.56%	-5.56%	-62.04%	0.20%
Prosthetics Fixed	\$3,683.00	1.14%	21	\$6.60	\$4,027.80	1.38%	24	\$7.17	9.36%	14.29%	14.29%	8.58%	1.74%
Prosthetics Removable	\$5,458.00	1.63%	15	\$9.78	\$6,614.60	2.26%	17	\$11.77	21.19%	13.33%	13.33%	20.33%	2.67%
Restorative Major	\$50,850.30	15.67%	246	\$91.13	\$40,044.20	13.68%	193	\$71.25	-21.25%	-21.54%	-21.54%	-21.81%	10.62%
Orthodontics	\$14,254.84	4.39%	298	\$25.55	\$13,864.37	4.74%	335	\$24.67	-2.74%	12.42%	12.42%	-3.43%	4.24%
Adjunctive General Services	\$3,673.36	1.13%	164	\$6.58	\$2,845.00	0.97%	151	\$5.06	-22.55%	-7.93%	-7.93%	-23.10%	1.66%
	\$324,448.39	100.00%	6,300	\$581.45	\$292,791.36	100.00%	6,213	\$520.98	-9.76%	-1.38%	-1.38%	-10.40%	100.00%

Average Enrollment 558

562

0.72%



Legislation Details (With Text)

File #:	ORD-15:063	Version:	1	Name:	Blue Cross Blue Shield insurance coverage for city employees in 2016
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	11/12/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH ARKANSAS BLUE CROSS BLUE SHIELD TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016				
Sponsors:	Finance, Mayor's Office				
Indexes:	Contract, Employee benefits				
Code sections:					
Attachments:	Jonesboro Municipal Airport COJ Contract COJ Prescription Contract JURHA Contract Library Contract				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH ARKANSAS BLUE CROSS BLUE SHIELD TO PROVIDE INSURANCE COVERAGE FOR CITY EMPLOYEES FOR 2016

WHEREAS: the current contract expires on December 31, 2015; and

WHEREAS: the City has negotiated a favorable rate for insurance coverage for January 1 through December 31, 2016, that it would not be feasible or practical to require bids

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That the City of Jonesboro shall enter into a contract for insurance coverage with Arkansas Blue Cross Blue Shield for a 3% increase in premiums. Single coverage will be \$411.35 per month and \$883.74 for family coverage. The City will pay 71% of the premiums for both single and family coverage.

SECTION TWO: Due to the need to maintain adequate coverage for city employees at an advantageous rate, competitive bidding would neither be feasible nor practical. As such, pursuant to the provisions of ACA 14-58-303 and 14-58-304, competitive bidding is hereby waived.

SECTION THREE: That Mayor Harold Perrin and City Clerk Donna Jackson are hereby authorized to execute such documents as are necessary to effectuate the contract.



**Arkansas
BlueCross BlueShield**
Part of the United Healthcare Group of Companies

EMPLOYER APPLICATION

Renewal APPLICATION by: City of Jonesboro Municipal Airport	
(hereinafter called "Policyholder")	
for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.	
GROUP INFORMATION	
Legal Name of Business: CITY OF JONESBORO	
D/B/A: City of Jonesboro Municipal Airport	
Street Address: 4116 Linbergh Drive	
City, State, Zip: Jonesboro , AR , 72403	County: Craighead
Mailing Address: (if different from Street) P.O. Box 1293	
City, State, Zip: Jonesboro , AR , 72403	
Telephone #: 870-933-4640	
Fax #: -	
Fed. Tax I.D #: 71-0028290	
Exec. Contact:	E-Mail:
Group Administrator: Gloria Roark	E-Mail:
Primary SIC Code: 9199	SIC Description: General Government, NEC
Business Type: Government Entity	
Agent:	Agent's Lic #:
Agent's Company:	Agent's Tax Id:
POLICYHOLDER AS PLAN ADMINISTRATOR	
The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to Arkansas Blue Cross and Blue Shield ("ABCBS"), including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then ABCBS may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), ABCBS may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, ABCBS may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.	
PROXY	
The Policyholder hereby appoints the Board of Directors ("Board") of Arkansas Blue Cross and Blue Shield ("ABCBS"), as its proxy to act on its behalf at all meetings of members of ABCBS. This appointment shall include such persons as the Board may designate by resolution to act on its behalf. This proxy gives the Board, or its designee, full power to vote for the Policyholder on all matters that may be voted upon at any meeting. The annual meeting of Members is held each year at the home office of ABCBS located at 601 S. Gaines Street, Little Rock, Arkansas, on the third Monday of March, at 1:00 p.m. If the third Monday of March is a legal holiday, then the meeting will be at the same time and place on the next day after, which is not a legal holiday. A special meeting may be called upon notice mailed not less than ten (10) or more than sixty (60) days prior to such meeting. This proxy, unless revoked, shall remain in effect during the Policyholder's membership in ABCBS. The Policyholder may revoke this proxy in writing by advising ABCBS, attention Legal Division, of such at least five (5) days prior to any meeting. The Policyholder may also revoke its proxy by attending and voting in person at any Member's meeting.	

BENEFIT SELECTION**PREFERRED PROVIDER ORGANIZATION (PPO) - PPO XXX - 1****REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: 1/1/2016****Waiting Period Note:** Effective Date is first of the month following the Waiting Period.Date of Open Enrollment December*If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.*

Class	Class Description	Waiting Period	Contribution
1	All Full Time Employees	1 Month	Employee 71 % Dependent 71 %

Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above.

Maximum Dependent Age 26**Mandated Mental Health Parity: Yes**

Please Indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. **No**

Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination.

Deductible:	\$600	Deductible Carryover: No
Family Deductible:	3	Basis: Fulfillment
Coinsurance:	80%/60%	
In-Network Calendar Year Coinsurance Max:	\$2000	
Family Calendar Year Coinsurance Max:	3	Basis: Fulfillment
Out-of-Network Calendar Year Coinsurance Max:	None	
Lifetime Maximum:	Unlimited	
Traditional Wellness		

Prescription Drug Rider Plan: \$15/\$35/\$55 Standard Formulary with Step Therapy

Mail Order Drug - 2x Copay (90 days)

Based on actuarial review, this drug benefit option is creditable to the standard Medicare Part D prescription coverage.

PPO Optional Benefits:

Inpatient Copay - None

Office Visit Copayment - \$35

Maternity - Elected

Blue Card

Supplemental Accidental Endorsement - Declined

ER Copayment - \$100

Arkansas Mandated Offer Benefit Riders:**You Must Elect or Reject Each Rider:**

Mammography - Reject

Substance Abuse - Reject

Psychiatric Condition - Reject

TMJ* - Reject

Hearing Aid - Reject

*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular Joint disorders (TMJ) or craniomandibular disorders.

Term Life and AD&D through USABLE Life is not Provided

RATES - PPO XXX - 1

Two Tier Composite	Total Premium
Employee	\$397.74
Family	\$854.51
Life / AD&D	\$0
STD	\$0

If there is an agent or broker involved in this coverage transaction they may receive compensation from Arkansas Blue Cross and Blue Shield, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

Grandfather Status - Our records indicate that your health plan is grandfathered.

Please confirm if you agree with the grandfathered status as indicated above.

Yes, I agree with the status as shown.

No, I disagree with the status as shown because _____

ATTESTATIONS

COBRA

Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost).

Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status.¹

(Yes) (No) As an employer, are you currently obligated by law to comply with COBRA?

(Yes) (No) Do you want to use the services of Ceridian?

(Yes) (No) If yes, are you currently contracting directly with Ceridian?

¹ COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).

² 42 CFR §411.170.

Medical Loss Ratio - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the preceding calendar year. The Public Health Services Act §2791(e) provides

(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.

(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employee on the first day of the plan year.

The policyholder is a ___ large employer ___ small employer (check one).

L. Policyholder to Distribute and Account for Premium Rebates

In the event federal or state law requires the Company to rebate a portion of an annual premium payment, Company will pay the Policyholder the total rebate applicable to the Policy, and Policyholder shall use the amount of the rebate that is proportionate to the total amount of premium paid by all Employees under the policy for the benefit of Employees in one of the following ways, at the option of the Policyholder:

1. For all Employees covered under any option offered under the policyholder's group health plan at the time the rebate is received by the policyholder, to reduce the Employees' portion of premium for the subsequent policy year;
 2. For Employees covered, at the time the rebate is received by the policyholder, under the group health plan option for which the Company is providing a rebate, to reduce the Employees' portion of premium for the subsequent policy year;
 3. A cash refund to Employees enrolled in the group health plan option, at the time the rebate is received by the policyholder, for which the Company is providing a rebate; and
 4. The reduction in future premium or the cash refund provided under paragraphs 1, 2 or 3 of this section may, at the option of the policyholder, be: divided evenly among such Employees; divided based on each Employee's actual contributions to premium; or apportioned in a manner that reasonably reflects each Employee's contributions to premium.
 5. The portion of a rebate based upon former Employees' contributions to premium must be aggregated and used for the benefit of current Employees in the group health plan in any manner permitted by this section.
- Policyholder will indemnify the Company in the event the Company suffers any fines, penalties or expenses, including reasonable attorney's fees, due to the Policyholder's failure to carry out its obligations under this Section L of the Group Policy.

EMPLOYEE INFORMATION**MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.**

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform Arkansas Blue Cross of proper employee counts for the purpose of determining payment priority between Medicare and Arkansas Blue Cross. Arkansas Blue Cross is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year

	In State	Out of State	Total
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):	1		1
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):			
COBRA Continuees (Enrolling):			
Life ONLY Contracts:			
Total Enrolling and Waiving:			
Part Time/Seasonal/Temporary Employees :			
Total # of Employees:			1

Minimum Number of Insured Employees. To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal.

Minimum Participation Requirements. Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 25% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of insured Employees falls below the minimum number of insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

Special Group Considerations Form# 23-2186, Description no deductible carryover

Special Group Considerations Form# 23-2242, Description \$100 ER co-pay

The Patient Protection and Affordable Care Act (PPACA) mandates a Summary of Benefits and Coverage (SBC) document be created for every health insurance plan. An SBC that applies to this plan(s) can be found online at www.arkansasbluecross.com/esbc. After we receive and process your signed contract, you may access the SBC(s) for this plan by going to our SBC locator tool and entering the following unique identifier(s) into the SBC locator:

10221516432655

Groups with more than one plan type may have more than one link. You may download and electronic copy (PDF) of the appropriate SBC(s) to fulfill distribution requirements as mandated by the Patient Protection and Affordable Care Act (PPACA). A printed version is available by calling your group service representative.



**Arkansas
Blue Cross Blue Shield**
Arkansas Blue Cross and Blue Shield Association

EMPLOYER APPLICATION

Blues Enroll

Renewal APPLICATION by: CITY OF JONESBORO

(hereinafter called "Policyholder")

for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.

GROUP INFORMATION

Legal Name of Business: CITY OF JONESBORO

D/B/A: CITY OF JONESBORO

Street Address: 300 S Church Street

City, State, Zip: Jonesboro , AR , 72401

County: Craighead

Mailing Address: (if different from Street) P O BOX 1845

City, State, Zip: Jonesboro , AR , 72403

Telephone #: 870-933-4640

Fax #: -

Fed. Tax I.D #: 71-6013749

Exec. Contact: Harold Perrin

E-Mail: hperrin@jonesboro.org

Group Administrator: GLORIA ROARK

E-Mail: groark@jonesboro.org

Primary SIC Code: 9199

SIC Description: General Government, NEC

Business Type: Government Entity

Agent:

Agent's Lic #:

Agent's Company:

Agent's Tax Id:

POLICYHOLDER AS PLAN ADMINISTRATOR

The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to Arkansas Blue Cross and Blue Shield ("ABCBS"), including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then ABCBS may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), ABCBS may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, ABCBS may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.

PROXY

The Policyholder hereby appoints the Board of Directors ("Board") of Arkansas Blue Cross and Blue Shield ("ABCBS"), as its proxy to act on its behalf at all meetings of members of ABCBS. This appointment shall include such persons as the Board may designate by resolution to act on its behalf. This proxy gives the Board, or its designee, full power to vote for the Policyholder on all matters that may be voted upon at any meeting. The annual meeting of Members is held each year at the home office of ABCBS located at 601 S. Gaines Street, Little Rock, Arkansas, on the third Monday of March, at 1:00 p.m. If the third Monday of March is a legal holiday, then the meeting will be at the same time and place on the next day after, which is not a legal holiday. A special meeting may be called upon notice mailed not less than ten (10) or more than sixty (60) days prior to such meeting. This proxy, unless revoked, shall remain in effect during the Policyholder's membership in ABCBS. The Policyholder may revoke this proxy in writing by advising ABCBS, attention Legal Division, of such at least five (5) days prior to any meeting. The Policyholder may also revoke its proxy by attending and voting in person at any Member's meeting.

BENEFIT SELECTION**PREFERRED PROVIDER ORGANIZATION (PPO) - PPO XXX - 1****REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: 1/1/2016****Waiting Period Note:** Effective Date is first of the month following the Waiting Period.Date of Open Enrollment **December***If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.*

Class	Class Description	Waiting Period	Contribution	
1	full time	1 Month	Employee 71 %	Dependent 71 %
2	retirees	0 Days	Employee 0 %	Dependent 0 %

Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above. This minimum contribution requirement does not apply to k-1 recipients.

Maximum Dependent Age 26**Mandated Mental Health Parity: Yes**

Please indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. **No**

Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination.

Deductible:	\$600	Deductible Carryover: No
Family Deductible:	3	Basis: Fulfillment
Coinsurance:	80%/60%	
In-Network Calendar Year Coinsurance Max:	\$2000	
Family Calendar Year Coinsurance Max:	3	Basis: Fulfillment
Out-of-Network Calendar Year Coinsurance Max:	None	
Lifetime Maximum:	Unlimited	
Traditional Wellness		

Prescription Drug Rider Plan: \$15/\$35/\$55 Standard Formulary with Step Therapy

Mail Order Drug - 2x Copay (90 days)

Based on actuarial review, this drug benefit option is creditable to the standard Medicare Part D prescription coverage.

PPO Optional Benefits:

Inpatient Copay - None

Office Visit Copayment - \$35

Maternity - Elected

Blue Card

Supplemental Accidental Endorsement - Declined

ER Copayment - \$100

Arkansas Mandated Offer Benefit Riders:**You Must Elect or Reject Each Rider:**

Mammography - Reject

Substance Abuse - Reject

Psychiatric Condition - Reject

TMJ* - Reject

Hearing Aid - Reject

*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular Joint disorders (TMJ) or craniomandibular disorders.

Term Life and AD&D through US Able Life is not Provided

RATES - PPO XXX - 1

Two Tier Composite	Total Premium
Employee	\$397.74
Family	\$854.51

If there is an agent or broker involved in this coverage transaction they may receive compensation from Arkansas Blue Cross and Blue Shield, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

Grandfather Status - Our records indicate that your health plan is grandfathered.

Please confirm if you agree with the grandfathered status as indicated above.

Yes, I agree with the status as shown.

No, I disagree with the status as shown because _____

ATTESTATIONS

COBRA

Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost).

Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status.¹

(Yes) (No) As an employer, are you currently obligated by law to comply with COBRA?

(Yes) (No) Do you want to use the services of Ceridian?

(Yes) (No) If yes, are you currently contracting directly with Ceridian?

¹ COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).

² 42 CFR §411.170.

Medical Loss Ratio - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the preceding calendar year. The Public Health Services Act §2791(e) provides

(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.

(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employee on the first day of the plan year.

The policyholder is a large employer small employer (check one).

L. Policyholder to Distribute and Account for Premium Rebates

In the event federal or state law requires the Company to rebate a portion of an annual premium payment, Company will pay the Policyholder the total rebate applicable to the Policy, and Policyholder shall use the amount of the rebate that is proportionate to the total amount of premium paid by all Employees under the policy for the benefit of Employees in one of the following ways, at the option of the Policyholder:

1. For all Employees covered under any option offered under the policyholder's group health plan at the time the rebate is received by the policyholder, to reduce the Employees' portion of premium for the subsequent policy year;
2. For Employees covered, at the time the rebate is received by the policyholder, under the group health plan option for which the Company is providing a rebate, to reduce the Employees' portion of premium for the subsequent policy year;
3. A cash refund to Employees enrolled in the group health plan option, at the time the rebate is received by the policyholder, for which the Company is providing a rebate; and
4. The reduction in future premium or the cash refund provided under paragraphs 1, 2 or 3 of this section may, at the option of the policyholder, be: divided evenly among such Employees; divided based on each Employee's actual contributions to premium; or apportioned in a manner that reasonably reflects each Employee's contributions to premium.
5. The portion of a rebate based upon former Employees' contributions to premium must be aggregated and used for the benefit of current Employees in the group health plan in any manner permitted by this section.

Policyholder will indemnify the Company in the event the Company suffers any fines, penalties or expenses, including reasonable attorney's fees, due to the Policyholder's failure to carry out its obligations under this Section L of the Group Policy.

EMPLOYEE INFORMATION**MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.**

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform Arkansas Blue Cross of proper employee counts for the purpose of determining payment priority between Medicare and Arkansas Blue Cross. Arkansas Blue Cross is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year

	In State	Out of State	Total
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):	505		505
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):			
COBRA Continuees (Enrolling):			
Life ONLY Contracts:			
Total Enrolling and Waiving:			505
Part Time/Seasonal/Temporary Employees :			73
Total # of Employees:			578

Minimum Number of Insured Employees. To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal.

Minimum Participation Requirements. Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 25% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of insured Employees falls below the minimum number of insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

Special Group Considerations Form# 23-2170, Description Continuation for Municipal Emps 55+

Special Group Considerations Form# 23-2186, Description No Deductible Carryover

Special Group Considerations Form# 23-2432, Description Contin for City Cnsl Mbrs & Elect Officials

Special Group Considerations Form# 23-2242, Description \$100 ER co-pay

Special Group Considerations Form# 23-2232, Description retiree elected officials RX

SIGNATURES

This Application is made and delivered in the State of Arkansas and is governed by the laws of Arkansas and the United States of America. This Application is incorporated in and made a part of the Group Policy and Benefit Certificate.

I hereby renew the above referenced coverage and agree the group insurance, subject to the terms and conditions of the policies renewed, will take effect as of the renewal date, provided this application is approved and the premium is received by the home office of Arkansas Blue Cross and Blue Shield. I also understand that my signature below represents my agreement and acceptance of the premium rate schedule.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in connection with an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

1. Policyholder

Signed at _____, this _____ day of _____ 20____
(City, State)

_____ [full legal name of Policyholder]

By: _____
Authorized Signature Printed Name

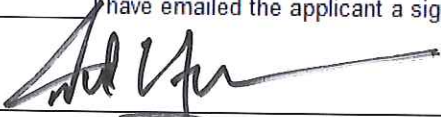
_____ Title or Position

2. Agent

I hereby certify that all of the information contained in this employer application is correct to the best of my knowledge, and I know nothing unfavorable about this firm or any individual proposed for coverage (except as noted on the employee applications). I have complied with the underwriting rules and regulations and have explained in detail the coverage to the member firm and its employees including the preexisting condition limitations and the qualifications of the effective date provisions. I understand that Arkansas Blue Cross and Blue Shield will have no liability until this application has been approved and the premium is received.

I will provide the applicant with a signed copy of this application.

I have emailed the applicant a signed copy of this application.



Agent Signature

David C. Ferguson
Agent Printed Name

#23908
Insurance License # / Agency Fed. Tax ID #

10-28-2015
Date

The Patient Protection and Affordable Care Act (PPACA) mandates a Summary of Benefits and Coverage (SBC) document be created for every health insurance plan. An SBC that applies to this plan(s) can be found online at www.arkansasbluecross.com/esbc. After we receive and process your signed contract, you may access the SBC(s) for this plan by going to our SBC locator tool and entering the following unique identifier(s) into the SBC locator:

10221516135674

Groups with more than one plan type may have more than one link. You may download an electronic copy (PDF) of the appropriate SBC(s) to fulfill distribution requirements as mandated by the Patient Protection and Affordable Care Act (PPACA). A printed version is available by calling your group service representative.



**Arkansas
BlueCross BlueShield**

Arkansas Blue Cross and Blue Shield of Arkansas

EMPLOYER APPLICATION

Renewal APPLICATION by: CITY OF JONESBORO

(hereinafter called "Policyholder")

for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.

GROUP INFORMATION

Legal Name of Business: CITY OF JONESBORO

D/B/A: CITY OF JONESBORO

Street Address: 300 S Church Street

City, State, Zip: Jonesboro , AR , 72401 County: Craighead

Mailing Address: (if different from Street) P O BOX 1845

City, State, Zip: Jonesboro , AR , 72403

Telephone #: 870-933-4640

Fax #: -

Fed. Tax I.D #: 71-6013749

Exec. Contact: Harold Perrin E-Mail: hperrin@jonesboro.org

Group Administrator: GLORIA ROARK E-Mail: groark@jonesboro.org

Primary SIC Code: 9199 SIC Description: General Government, NEC

Business Type: Government Entity

Agent: Agent's Lic #:

Agent's Company: Agent's Tax Id:

POLICYHOLDER AS PLAN ADMINISTRATOR

The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to Arkansas Blue Cross and Blue Shield ("ABCBS"), including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then ABCBS may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), ABCBS may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, ABCBS may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.

PROXY

The Policyholder hereby appoints the Board of Directors ("Board") of Arkansas Blue Cross and Blue Shield ("ABCBS"), as its proxy to act on its behalf at all meetings of members of ABCBS. This appointment shall include such persons as the Board may designate by resolution to act on its behalf. This proxy gives the Board, or its designee, full power to vote for the Policyholder on all matters that may be voted upon at any meeting. The annual meeting of Members is held each year at the home office of ABCBS located at 601 S. Gaines Street, Little Rock, Arkansas, on the third Monday of March, at 1:00 p.m. If the third Monday of March is a legal holiday, then the meeting will be at the same time and place on the next day after, which is not a legal holiday. A special meeting may be called upon notice mailed not less than ten (10) or more than sixty (60) days prior to such meeting. This proxy, unless revoked, shall remain in effect during the Policyholder's membership in ABCBS. The Policyholder may revoke this proxy in writing by advising ABCBS, attention Legal Division, of such at least five (5) days prior to any meeting. The Policyholder may also revoke its proxy by attending and voting in person at any Member's meeting.

BENEFIT SELECTION

RX ONLY - medi-pak supplement

REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: 1/1/2016**Waiting Period Note:** Effective Date is first of the month following the Waiting Period.Date of Open Enrollment December*If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.*

Class	Class Description	Waiting Period	Contribution
4	med supp elected officials w20 Yrs cnt sc-rx	0 Days	Employee 25 % Dependent 0 %

*Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above.***Maximum Dependent Age: 26****Mandated Mental Health Parity: Yes****Prescription Drug Rider Plan:** \$15/\$35/\$55 Standard Formulary with Step Therapy, Mail Order Drug - 2x Copay (90 days)*Based on actuarial review, this drug benefit option is creditable to the standard Medicare Part D prescription coverage.*

RATES - medi-pak supplement

One Tier Composite	Total Premium
Employee	\$98.15

If there is an agent or broker involved in this coverage transaction they may receive compensation from Arkansas Blue Cross and Blue Shield, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

Grandfather Status - Our records indicate that your health plan is grandfathered.

Please confirm if you agree with the grandfathered status as indicated above.

Yes, I agree with the status as shown.

No, I disagree with the status as shown because _____

ATTESTATIONS

COBRA

Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost).

Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status.¹

(Yes) (No) As an employer, are you currently obligated by law to comply with COBRA?

(Yes) (No) Do you want to use the services of Ceridian?

(Yes) (No) If yes, are you currently contracting directly with Ceridian?

¹ COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).

² 42 CFR §411.170.

Medical Loss Ratio - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the preceding calendar year. The Public Health Services Act §2791(e) provides

(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.

(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employee on the first day of the plan year.

The policyholder is a large employer small employer (check one).

L. Policyholder to Distribute and Account for Premium Rebates

In the event federal or state law requires the Company to rebate a portion of an annual premium payment, Company will pay the Policyholder the total rebate applicable to the Policy, and Policyholder shall use the amount of the rebate that is proportionate to the total amount of premium paid by all Employees under the policy for the benefit of Employees in one of the following ways, at the option of the Policyholder:

1. For all Employees covered under any option offered under the policyholder's group health plan at the time the rebate is received by the policyholder, to reduce the Employees' portion of premium for the subsequent policy year;
 2. For Employees covered, at the time the rebate is received by the policyholder, under the group health plan option for which the Company is providing a rebate, to reduce the Employees' portion of premium for the subsequent policy year;
 3. A cash refund to Employees enrolled in the group health plan option, at the time the rebate is received by the policyholder, for which the Company is providing a rebate; and
 4. The reduction in future premium or the cash refund provided under paragraphs 1, 2 or 3 of this section may, at the option of the policyholder, be: divided evenly among such Employees; divided based on each Employee's actual contributions to premium; or apportioned in a manner that reasonably reflects each Employee's contributions to premium.
 5. The portion of a rebate based upon former Employees' contributions to premium must be aggregated and used for the benefit of current Employees in the group health plan in any manner permitted by this section.
- Policyholder will indemnify the Company in the event the Company suffers any fines, penalties or expenses, including reasonable attorney's fees, due to the Policyholder's failure to carry out its obligations under this Section L of the Group Policy.

**EMPLOYEE INFORMATION
MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.**

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform Arkansas Blue Cross of proper employee counts for the purpose of determining payment priority between Medicare and Arkansas Blue Cross. Arkansas Blue Cross is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year

	In State	Out of State	Total
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):	1		1
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):			
COBRA Continuees (Enrolling):			
Life ONLY Contracts:			
Total Enrolling and Waiving:			
Part Time/Seasonal/Temporary Employees :			
Total # of Employees:			1

Minimum Number of Insured Employees. To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal.

Minimum Participation Requirements. Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 25% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of insured Employees falls below the minimum number of insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

Special Group Considerations Form# 23-2232, Description retiree elected officials RX

SIGNATURES

This Application is made and delivered in the State of Arkansas and is governed by the laws of Arkansas and the United States of America. This Application is incorporated in and made a part of the Group Policy and Benefit Certificate.

I hereby renew the above referenced coverage and agree the group insurance, subject to the terms and conditions of the policies renewed, will take effect as of the renewal date, provided this application is approved and the premium is received by the home office of Arkansas Blue Cross and Blue Shield. **I also understand that my signature below represents my agreement and acceptance of the premium rate schedule.**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in connection with an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

1. Policyholder

Signed at _____, this _____ day of _____, 20__
(City, State)

_____ [full legal name of Policyholder]

By: _____
Authorized Signature Printed Name

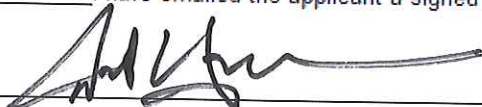
Title or Position

2. Agent

I hereby certify that all of the information contained in this employer application is correct to the best of my knowledge, and I know nothing unfavorable about this firm or any individual proposed for coverage (except as noted on the employee applications). I have complied with the underwriting rules and regulations and have explained in detail the coverage to the member firm and its employees including the preexisting condition limitations and the qualifications of the effective date provisions. I understand that Arkansas Blue Cross and Blue Shield will have no liability until this application has been approved and the premium is received.

I will provide the applicant with a signed copy of this application.

I have emailed the applicant a signed copy of this application.



Agent Signature

David C. Ferguson
Agent Printed Name

#23908
Insurance License # / Agency Fed. Tax ID #

10-28-2015
Date



**Arkansas
Blue Cross Blue Shield**

Arkansas Blue Cross and Blue Shield of the Blue Cross and Blue Shield Association

EMPLOYER APPLICATION

Blues Enroll

Renewal APPLICATION by: CITY OF JONESBORO URBAN RENEWAL HOUSING

(hereinafter called "Policyholder")

for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.

GROUP INFORMATION

Legal Name of Business: CITY OF JONESBORO

D/B/A: CITY OF JONESBORO URBAN RENEWAL HOUSING

Street Address: 330 Union Street

City, State, Zip: Jonesboro , AR , 72401

County: Craighead

Mailing Address: (if different from Street) 330 Union Street

City, State, Zip: Jonesboro , AR , 72401

Telephone #: 870-935-9800

Fax #: -

Fed. Tax I.D #: 71-0024703

Exec. Contact:

E-Mail:

Group Administrator: Janice Grissum

E-Mail:

Primary SIC Code: 9199

SIC Description: General Government, NEC

Business Type: Government Entity

Agent:

Agent's Lic #:

Agent's Company:

Agent's Tax Id:

POLICYHOLDER AS PLAN ADMINISTRATOR

The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to Arkansas Blue Cross and Blue Shield ("ABCBS"), including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then ABCBS may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), ABCBS may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, ABCBS may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.

PROXY

The Policyholder hereby appoints the Board of Directors ("Board") of Arkansas Blue Cross and Blue Shield ("ABCBS"), as its proxy to act on its behalf at all meetings of members of ABCBS. This appointment shall include such persons as the Board may designate by resolution to act on its behalf. This proxy gives the Board, or its designee, full power to vote for the Policyholder on all matters that may be voted upon at any meeting. The annual meeting of Members is held each year at the home office of ABCBS located at 601 S. Gaines Street, Little Rock, Arkansas, on the third Monday of March, at 1:00 p.m. If the third Monday of March is a legal holiday, then the meeting will be at the same time and place on the next day after, which is not a legal holiday. A special meeting may be called upon notice mailed not less than ten (10) or more than sixty (60) days prior to such meeting. This proxy, unless revoked, shall remain in effect during the Policyholder's membership in ABCBS. The Policyholder may revoke this proxy in writing by advising ABCBS, attention Legal Division, of such at least five (5) days prior to any meeting. The Policyholder may also revoke its proxy by attending and voting in person at any Member's meeting.

BENEFIT SELECTION**PREFERRED PROVIDER ORGANIZATION (PPO) - PPO XXX - 1****REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: 1/1/2016****Waiting Period Note:**Effective Date is first of the month following the Waiting Period.Date of Open Enrollment December*If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.*

Class	Class Description	Waiting Period	Contribution
1	full time	1 Month	Employee 71 % Dependent 71 %

Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above.

Maximum Dependent Age 26**Mandated Mental Health Parity: Yes**

Please indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. **No**

Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination.

Deductible:	\$600	Deductible Carryover: No
Family Deductible:	3	Basis: Fulfillment
Coinsurance:	80%/60%	
In-Network Calendar Year Coinsurance Max:	\$2000	
Family Calendar Year Coinsurance Max:	3	Basis: Fulfillment
Out-of-Network Calendar Year Coinsurance Max:	None	
Lifetime Maximum:	Unlimited	
Traditional Wellness		

Prescription Drug Rider Plan: \$15/\$35/\$55 Standard Formulary with Step Therapy

Mail Order Drug - 2x Copay (90 days)

Based on actuarial review, this drug benefit option is creditable to the standard Medicare Part D prescription coverage.

PPO Optional Benefits:	
Inpatient Copay - None	
Office Visit Copayment - \$35	Maternity - Elected
Blue Card	Supplemental Accidental Endorsement - Declined
	ER Copayment - \$100

Arkansas Mandated Offer Benefit Riders:**You Must Elect or Reject Each Rider:**

Mammography - Reject	Substance Abuse - Reject
Psychiatric Condition - Reject	TMJ* - Reject
Hearing Aid - Reject	

*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular Joint disorders (TMJ) or craniomandibular disorders.

Term Life and AD&D through US Able Life is not Provided

RATES - PPO XXX - 1

Two Tier Composite	Total Premium
Employee	\$397.74
Family	\$854.51

If there is an agent or broker involved in this coverage transaction they may receive compensation from Arkansas Blue Cross and Blue Shield, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

Grandfather Status - Our records indicate that your health plan is grandfathered.

Please confirm if you agree with the grandfathered status as indicated above.

Yes, I agree with the status as shown.

No, I disagree with the status as shown because _____

ATTESTATIONS

COBRA

Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost).

Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status.¹

(Yes) (No) As an employer, are you currently obligated by law to comply with COBRA?

(Yes) (No) Do you want to use the services of Ceridian?

(Yes) (No) If yes, are you currently contracting directly with Ceridian?

¹ COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).

² 42 CFR §411.170.

Medical Loss Ratio - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the preceding calendar year. The Public Health Services Act §2791(e) provides

(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.

(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employee on the first day of the plan year.

The policyholder is a ___ large employer small employer (check one).

L. Policyholder to Distribute and Account for Premium Rebates

In the event federal or state law requires the Company to rebate a portion of an annual premium payment, Company will pay the Policyholder the total rebate applicable to the Policy, and Policyholder shall use the amount of the rebate that is proportionate to the total amount of premium paid by all Employees under the policy for the benefit of Employees in one of the following ways, at the option of the Policyholder:

1. For all Employees covered under any option offered under the policyholder's group health plan at the time the rebate is received by the policyholder, to reduce the Employees' portion of premium for the subsequent policy year;
2. For Employees covered, at the time the rebate is received by the policyholder, under the group health plan option for which the Company is providing a rebate, to reduce the Employees' portion of premium for the subsequent policy year;
3. A cash refund to Employees enrolled in the group health plan option, at the time the rebate is received by the policyholder, for which the Company is providing a rebate; and
4. The reduction in future premium or the cash refund provided under paragraphs 1, 2 or 3 of this section may, at the option of the policyholder, be: divided evenly among such Employees; divided based on each Employee's actual contributions to premium; or apportioned in a manner that reasonably reflects each Employee's contributions to premium.
5. The portion of a rebate based upon former Employees' contributions to premium must be aggregated and used for the benefit of current Employees in the group health plan in any manner permitted by this section.

Policyholder will indemnify the Company in the event the Company suffers any fines, penalties or expenses, including reasonable attorney's fees, due to the Policyholder's failure to carry out its obligations under this Section L of the Group Policy.

**EMPLOYEE INFORMATION
MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.**

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform Arkansas Blue Cross of proper employee counts for the purpose of determining payment priority between Medicare and Arkansas Blue Cross. Arkansas Blue Cross is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year

	In State	Out of State	Total
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):	21		21
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):	6		6
COBRA Continuues (Enrolling):	0		0
Life ONLY Contracts:			
Total Enrolling and Waiving:			
Part Time/Seasonal/Temporary Employees :			2
Total # of Employees:			30

Minimum Number of Insured Employees. To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal.

Minimum Participation Requirements. Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 25% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of Insured Employees falls below the minimum number of Insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

Special Group Considerations Form# 23-2186, Description No Deductible Carryover

Special Group Considerations Form# 23-2242, Description \$100 ER co-pay

SIGNATURES

This Application is made and delivered in the State of Arkansas and is governed by the laws of Arkansas and the United States of America. This Application is incorporated in and made a part of the Group Policy and Benefit Certificate.

I hereby renew the above referenced coverage and agree the group insurance, subject to the terms and conditions of the policies renewed, will take effect as of the renewal date, provided this application is approved and the premium is received by the home office of Arkansas Blue Cross and Blue Shield. **I also understand that my signature below represents my agreement and acceptance of the premium rate schedule.**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in connection with an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

1. Policyholder

Signed at _____, this _____ day of _____, 20____
(City, State)

_____ [full legal name of Policyholder]

By: _____
Authorized Signature Printed Name

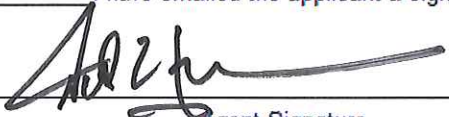
Title or Position

2. Agent

I hereby certify that all of the information contained in this employer application is correct to the best of my knowledge, and I know nothing unfavorable about this firm or any individual proposed for coverage (except as noted on the employee applications). I have complied with the underwriting rules and regulations and have explained in detail the coverage to the member firm and its employees including the preexisting condition limitations and the qualifications of the effective date provisions. I understand that Arkansas Blue Cross and Blue Shield will have no liability until this application has been approved and the premium is received.

I will provide the applicant with a signed copy of this application.

I have emailed the applicant a signed copy of this application.



Agent Signature

David C. Ferguson
Agent Printed Name

#23908
Insurance License # / Agency Fed. Tax ID #

10-28-2015
Date

The Patient Protection and Affordable Care Act (PPACA) mandates a Summary of Benefits and Coverage (SBC) document be created for every health insurance plan. An SBC that applies to this plan(s) can be found online at www.arkansasbluecross.com/esbc. After we receive and process your signed contract, you may access the SBC(s) for this plan by going to our SBC locator tool and entering the following unique identifier(s) into the SBC locator:

10221516135713

Groups with more than one plan type may have more than one link. You may download an electronic copy (PDF) of the appropriate SBC(s) to fulfill distribution requirements as mandated by the Patient Protection and Affordable Care Act (PPACA). A printed version is available by calling your group service representative.



**Arkansas
BlueCross BlueShield**
Not a member of the Blue Cross and Blue Shield Association

EMPLOYER APPLICATION

Blues Enroll

Renewal APPLICATION by: City of Jonesboro Craighead Library
(hereinafter called "Policyholder")

for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.

GROUP INFORMATION

Legal Name of Business: CITY OF JONESBORO	
D/B/A: City of Jonesboro Craighead Library	
Street Address: 315 W. Oak	
City, State, Zip: Jonesboro , AR , 72401	County: Craighead
Mailing Address: (if different from Street) 315 W. Oak	
City, State, Zip: Jonesboro , AR , 72401	
Telephone #: 870-933-4640	
Fax #: -	
Fed. Tax I.D #: 71-0023849	
Exec. Contact:	E-Mail:
Group Administrator: Nancy Dobbins	E-Mail:
Primary SIC Code: 8231	SIC Description: Libraries
Business Type: Government Entity	
Agent:	Agent's Lic #:
Agent's Company:	Agent's Tax Id:

POLICYHOLDER AS PLAN ADMINISTRATOR

The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to Arkansas Blue Cross and Blue Shield ("ABCBS"), including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then ABCBS may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), ABCBS may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, ABCBS may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.

PROXY

The Policyholder hereby appoints the Board of Directors ("Board") of Arkansas Blue Cross and Blue Shield ("ABCBS"), as its proxy to act on its behalf at all meetings of members of ABCBS. This appointment shall include such persons as the Board may designate by resolution to act on its behalf. This proxy gives the Board, or its designee, full power to vote for the Policyholder on all matters that may be voted upon at any meeting. The annual meeting of Members is held each year at the home office of ABCBS located at 601 S. Gaines Street, Little Rock, Arkansas, on the third Monday of March, at 1:00 p.m. If the third Monday of March is a legal holiday, then the meeting will be at the same time and place on the next day after, which is not a legal holiday. A special meeting may be called upon notice mailed not less than ten (10) or more than sixty (60) days prior to such meeting. This proxy, unless revoked, shall remain in effect during the Policyholder's membership in ABCBS. The Policyholder may revoke this proxy in writing by advising ABCBS, attention Legal Division, of such at least five (5) days prior to any meeting. The Policyholder may also revoke its proxy by attending and voting in person at any Member's meeting.

BENEFIT SELECTION**PREFERRED PROVIDER ORGANIZATION (PPO) - PPO XXX - 1****REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: 1/1/2016****Waiting Period Note:** Effective Date is first of the month following the Waiting Period.Date of Open Enrollment December*If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.*

Class	Class Description	Waiting Period	Contribution
1	full time	1 Month	Employee 71 % Dependent 71 %

Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above.

Maximum Dependent Age 26**Mandated Mental Health Parity: Yes**

Please Indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. **No**

Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination.

Deductible:	\$600	Deductible Carryover: No
Family Deductible:	3	Basis: Fulfillment
Coinsurance:	80%/60%	
In-Network Calendar Year Coinsurance Max:	\$2000	
Family Calendar Year Coinsurance Max:	3	Basis: Fulfillment
Out-of-Network Calendar Year Coinsurance Max:	None	
Lifetime Maximum:	Unlimited	
Traditional Wellness		

Prescription Drug Rider Plan: \$15/\$35/\$55 Standard Formulary with Step Therapy

Mail Order Drug - 2x Copay (90 days)

Based on actuarial review, this drug benefit option is creditable to the standard Medicare Part D prescription coverage.

PPO Optional Benefits:

Inpatient Copay - None

Office Visit Copayment - \$35

Maternity - Elected

Blue Card

Supplemental Accidental Endorsement - Declined

ER Copayment - \$100

Arkansas Mandated Offer Benefit Riders:**You Must Elect or Reject Each Rider:**

Mammography - Reject

Substance Abuse - Reject

Psychiatric Condition - Reject

TMJ* - Reject

Hearing Aid - Reject

*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular Joint disorders (TMJ) or craniomandibular disorders.

Term Life and AD&D through USABLE Life is not Provided

RATES - PPO XXX - 1

Two Tier Composite	Total Premium
Employee	\$397.74
Family	\$854.51

If there is an agent or broker involved in this coverage transaction they may receive compensation from Arkansas Blue Cross and Blue Shield, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

Grandfather Status - Our records indicate that your health plan is grandfathered.

Please confirm if you agree with the grandfathered status as indicated above.

Yes, I agree with the status as shown.

No, I disagree with the status as shown because _____

ATTESTATIONS

COBRA

Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost).

Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status.¹

(Yes) (No) As an employer, are you currently obligated by law to comply with COBRA?

(Yes) (No) Do you want to use the services of Ceridian?

(Yes) (No) If yes, are you currently contracting directly with Ceridian?

¹ COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).
² 42 CFR §411.170.

Medical Loss Ratio - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the preceding calendar year. The Public Health Services Act §2791(e) provides

(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.

(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employee on the first day of the plan year.

The policyholder is a ___ large employer small employer (check one).

L. Policyholder to Distribute and Account for Premium Rebates

In the event federal or state law requires the Company to rebate a portion of an annual premium payment, Company will pay the Policyholder the total rebate applicable to the Policy, and Policyholder shall use the amount of the rebate that is proportionate to the total amount of premium paid by all Employees under the policy for the benefit of Employees in one of the following ways, at the option of the Policyholder:

1. For all Employees covered under any option offered under the policyholder's group health plan at the time the rebate is received by the policyholder, to reduce the Employees' portion of premium for the subsequent policy year;
 2. For Employees covered, at the time the rebate is received by the policyholder, under the group health plan option for which the Company is providing a rebate, to reduce the Employees' portion of premium for the subsequent policy year;
 3. A cash refund to Employees enrolled in the group health plan option, at the time the rebate is received by the policyholder, for which the Company is providing a rebate; and
 4. The reduction in future premium or the cash refund provided under paragraphs 1, 2 or 3 of this section may, at the option of the policyholder, be: divided evenly among such Employees; divided based on each Employee's actual contributions to premium; or apportioned in a manner that reasonably reflects each Employee's contributions to premium.
 5. The portion of a rebate based upon former Employees' contributions to premium must be aggregated and used for the benefit of current Employees in the group health plan in any manner permitted by this section.
- Policyholder will indemnify the Company in the event the Company suffers any fines, penalties or expenses, including reasonable attorney's fees, due to the Policyholder's failure to carry out its obligations under this Section L of the Group Policy.

**EMPLOYEE INFORMATION
MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.**

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform Arkansas Blue Cross of proper employee counts for the purpose of determining payment priority between Medicare and Arkansas Blue Cross. Arkansas Blue Cross is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year

	In State	Out of State	Total
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):	34	0	34
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):	1	0	1
COBRA Continuees (Enrolling):	0	0	0
Life ONLY Contracts:	0	0	0
Total Enrolling and Waiving:	35	0	35
Part Time/Seasonal/Temporary Employees :			27
Total # of Employees:			62

Minimum Number of Insured Employees. To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal.

Minimum Participation Requirements. Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 25% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of insured Employees falls below the minimum number of insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

Special Group Considerations Form# 23-2186, Description No Deductible Carryover

Special Group Considerations Form# 23-2242, Description \$100 ER co-pay

SIGNATURES

This Application is made and delivered in the State of Arkansas and is governed by the laws of Arkansas and the United States of America. This Application is incorporated in and made a part of the Group Policy and Benefit Certificate.

I hereby renew the above referenced coverage and agree the group insurance, subject to the terms and conditions of the policies renewed, will take effect as of the renewal date, provided this application is approved and the premium is received by the home office of Arkansas Blue Cross and Blue Shield. I also understand that my signature below represents my agreement and acceptance of the premium rate schedule.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in connection with an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

1. Policyholder

Signed at _____, this _____ day of _____, 20____
(City, State)

_____ [full legal name of Policyholder]

By: _____
Authorized Signature Printed Name

Title or Position

2. Agent

I hereby certify that all of the information contained in this employer application is correct to the best of my knowledge, and I know nothing unfavorable about this firm or any individual proposed for coverage (except as noted on the employee applications). I have complied with the underwriting rules and regulations and have explained in detail the coverage to the member firm and its employees including the preexisting condition limitations and the qualifications of the effective date provisions. I understand that Arkansas Blue Cross and Blue Shield will have no liability until this application has been approved and the premium is received.

I will provide the applicant with a signed copy of this application.

I have emailed the applicant a signed copy of this application.



Agent Signature

David C. Ferguson
Agent Printed Name

#23908
Insurance License # / Agency Fed. Tax ID #

10-28-2015
Date

The Patient Protection and Affordable Care Act (PPACA) mandates a Summary of Benefits and Coverage (SBC) document be created for every health insurance plan. An SBC that applies to this plan(s) can be found online at www.arkansasbluecross.com/esbc. After we receive and process your signed contract, you may access the SBC(s) for this plan by going to our SBC locator tool and entering the following unique identifier(s) into the SBC locator:

10221516135721

Groups with more than one plan type may have more than one link. You may download an electronic copy (PDF) of the appropriate SBC(s) to fulfill distribution requirements as mandated by the Patient Protection and Affordable Care Act (PPACA). A printed version is available by calling your group service representative.



Legislation Details (With Text)

File #: ORD-15:064 **Version:** 1 **Name:** Place proposed maintenance code on March ballot
Type: Ordinance **Status:** To Be Introduced
File created: 11/18/2015 **In control:** Finance & Administration Council Committee
On agenda: **Final action:**
Title: AN ORDINANCE TO PLACE THE PROPOSED JONESBORO PROPERTY MAINTENANCE CODE ON THE BALLOT FOR A VOTE OF THE CITIZENS OF JONESBORO ON MARCH 1, 2016 AND DECLARING AN EMERGENCY
Sponsors:
Indexes: Election - general/special
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO PLACE THE PROPOSED JONESBORO PROPERTY MAINTENANCE CODE ON THE BALLOT FOR A VOTE OF THE CITIZENS OF JONESBORO ON MARCH 1, 2016 AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Jonesboro, Arkansas has been reviewing the Jonesboro Property Maintenance Code providing requirements for properties located within the City limits of Jonesboro; and

WHEREAS, there has been significant debate and public input both for and against this proposal; and

WHEREAS, it is the desire of the City Council for the City of Jonesboro to refer this ordinance to the voters to be voted on at the election to be held on March 1, 2016 pursuant to Arkansas Code Annotated 14-55-301.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL for the City of Jonesboro, Arkansas, that:

SECTION 1. That the Jonesboro Property Maintenance Code shall be submitted to the electors of the City of Jonesboro on March 1, 2016.

SECTION 2. That the question shall be placed on the ballot for election in substantially the following form:

Vote on measure by placing an X in the square opposite the measure either for or against:

FOR approval of the Jonesboro Property Maintenance Code []

AGAINST approval of the Jonesboro Property Maintenance Code. . . . []

SECTION 3. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections. The results of the election shall be proclaimed by the Mayor, and the Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

SECTION 4. A copy of this Ordinance shall be filed with the Craighead County Clerk at least 70 days prior to the date of the election. A copy of this Ordinance shall be given to the Craighead County Board of Election Commissioners so that the necessary supplies may be provided.

SECTION 5. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to call and hold the election as herein provided and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

SECTION 6. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. It is hereby ascertained and declared that there is a great need to establish a code to provide for safe and secure structures in the City of Jonesboro in order to promote and protect the health, safety and welfare of the City and its inhabitants. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and take effect immediately from and after its passage.



Legislation Details (With Text)

File #:	RES-15:166	Version:	2	Name:	Acceptance of subaward from the State Police
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	11/9/2015	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OJJDP-INTERNET CRIMES AGAINST CHILDREN SUBAWARD (NO. ICAC13-C2-07) FROM THE ARKANSAS STATE POLICE (ASP)				
Sponsors:	Grants, Police Department				
Indexes:	Grant				
Code sections:					
Attachments:	ICAC13 2nd Continuation Subgrant Award Letter-Jonesboro PD ICAC13-C2-07 Subgrant Agreement-Jonesboro PD ICAC13 2nd Continuation Subgrant Special Conditions Approved ICAC13-C2-07 Budget Detail Worksheet -Jonesboro PD (2) FY 2015 ICAC MOU				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN OJJDP-INTERNET CRIMES AGAINST CHILDREN SUBAWARD (NO. ICAC13-C2-07) FROM THE ARKANSAS STATE POLICE (ASP) WHEREAS, the City of Jonesboro was awarded the Internet Crimes Against Children Subaward in the amount of \$13,054 federal pass through funds; and

WHEREAS, the City of Jonesboro will accept all accounting and reporting responsibilities from November 1, 2015 until May 31, 2016 of said award; and

WHEREAS, the City of Jonesboro will use said funds for computers, software and training for those officers in the High Tech Crimes Unit in the Jonesboro Police Department.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro will enter into this agreement with the Arkansas State Police to accept the OJJDP-Internet Crimes Against Children Subaward in the amount of \$13,054, and

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to enter into this contractual agreement.



State of Arkansas



ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Asa Hutchinson
Governor

William J. Bryant
Director

October 29, 2015

**ARKANSAS
STATE POLICE
COMMISSION**

Frank Guinn, Jr
Vice-Chairman
Paragould

Dr. Lewis Shepherd
Secretary
Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

Neff Basore
Bella Vista

Bill Benton
Heber Springs

Jonesboro Police Department
Sergeant Gary Shackelford
410 West Washington Avenue
Jonesboro, AR 72401

Re: Subgrant Award Notification
Subgrant Award Number: ICAC13-C2-07

On behalf of the Arkansas State Police, it is my pleasure to inform you that a portion of your application for continuation funding in the amount of \$13,054.00 under the Internet Crimes Against Children Task Force Cooperative Agreement #2013-MC-FX-K026 has been approved for the award period of November 1, 2015 through May 31, 2016.

This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports and all other special conditions outlined in your Memorandum of Understanding and Subgrant Agreement. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Ronda Barentine, Grants Specialist, at (501) 618-8373; or
- Mae Humphries, Grants Manager, at (501) 618-8583.

Congratulations and we look forward to working with you.

Sincerely,

Colonel William J. Bryant, Director
Arkansas State Police

Enclosures: Subgrant Agreement with Special Conditions
Approved Subgrant Budget Detail Worksheet
Memorandum of Understanding



Asa Hutchison
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

Internet Crimes Against Children Subaward Agreement

**Federal Award Number: 2013-MC-FX-K026 Federal Award Date: 9/24/2015
(ICAC13 2nd Continuation)**

Sub Grant Number ICAC13-C2-07 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Jonesboro Police Department
Address: 410 West Washington Avenue
City: Jonesboro State: AR Zip Code: 72401
Employer Identification Number or Social Security Number: 71-6013749
AASIS Vendor # 100102060 DUNS #(s) 073540288

Recipient Contact Name, Title, & Phone: Sergeant Gary Shackelford (870) 935-6710
ASP Division/Office Contact Name, Title, & Phone: Ronda Barentine, Grant Specialist (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on November 1, 2015 and will end on May 31, 2016
In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8401	521	501:00:04	456869	5100001000	F.0960.ICAC-13-S		\$ 13,054.00

Total Grant Amount: \$ 13,054.00

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543

Title of Grant OJJDP- Internet Crimes Against Children Arkansas Task Force

Grant Status: Discretionary

Discretionary, but exempt

Non-Discretionary

If Discretionary but exempt, indicate reason for exemption

Purpose of Grant: To enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Memorandum of Agreement
2	Detailed Budget Worksheet
3	Special Conditions

V. CANCELLATION:

- A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

- E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. PROGRAM OPERATION:

- A. **PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).
- B. **STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. **SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. INFORMATION AND RECORDS:

- A. **ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. **RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..
- C. **CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.
- D. **FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

IX. FISCAL PRACTICES

- A. **CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.
- B. **NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.
- C. **BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.
- D. **LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

E. **PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. **AUDIT REQUIREMENT:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. **RECOVERY OF FUNDS:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

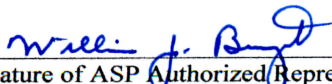
X. **AMENDMENT:**

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. **CERTIFICATION AND SIGNATURE:**

A. **SIGNATURES:**

<u>Signature of Subgrant Agreement Recipient Authorized Representative</u>	
_____ Signature of Recipient Authorized Representative	_____ Date
_____ Printed Name of Recipient Authorized Representative	_____ Title
In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.	

<u>Signature of ASP Agency Authorized Representative</u>	
 _____ Signature of ASP Authorized Representative	<u>10/28/15</u> _____ Date
<u>William J. Bryant</u> _____ Printed Name of ASP Authorized Representative	<u>Director</u> _____ Title

Program Agency: Arkansas State Police (ASP)

Program Contact Person: Ronda Barentine

Phone: (501) 618-8373

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8335

ICAC13 2nd Continuation Subgrant

Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230. If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award. Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a timelimited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326). For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the

terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig
7. Restrictions and certifications regarding non-disclosure agreements and related matters.

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient –

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award –

a. it represents that –

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

12. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.

13. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

14. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

END OF SPECIAL CONDITIONS

Jonesboro Police Department
 APPROVED Budget Detail Worksheet
 Subgrant Award: ICAC13-C2-07
 Award Period: November 1, 2015 - May 31, 2016

02 Maintenance and Operations
 Supply Items

Nuix Software Solution
 OS Forensics Software Program
~~Reason for Mac~~
 Computer and Monitors
 Laptop

Computation	Cost
1 License x \$1750.00	\$1,750
2 Licenses x \$374.50	\$749
1 License x \$1695.00	\$1,695
1 Computer and monitors x \$1350.00	\$1,350
1 Laptop x \$1205.00	\$1,205
TOTAL SUPPLIES	\$6,749

\$5,054⁰⁰

03 Fringe Benefits
 Name/Position

Computation	Cost
	SUB-TOTAL
	\$0
	TOTAL FRINGE BENEFITS
	\$0

06 Overtime
 Name/Position

Computation	Cost
	TOTAL PERSONNEL
	\$0

Jonesboro Police Department
 APPROVED Budget Detail Worksheet
 Subgrant Award: ICAC13-C2-07
 Award Period: November 1, 2015 - May 31, 2016

09 Travel /Training/ Tuition
 Purpose of Travel

Location

Item

Computation

Cost

TOTAL \$0

TRAINING

Nuix Training
~~Recon Training~~

Jonesboro, AR
~~Jonesboro, AR~~

1 Training for \$8000.00; online training for 5 months
~~1 Training for \$251.00; online training for 2 month~~

\$8,000
~~\$251~~

TOTAL ~~\$8,251~~ 8,000
 TOTAL TRAVEL AND TRAINING \$8,251 8,000

11 Capitol Outlay
 Item

Computation

Cost

TOTAL EQUIPMENT ~~\$0~~
 \$13,054.⁰⁰



Arkansas State Police
Internet Crimes Against Children Task Force
1 State Police Plaza Drive
Little Rock, Arkansas 72209



AFFILIATE AGENCY MEMORANDUM OF UNDERSTANDING

Section 1: Introduction

In 2008, Congress passed, and President Bush signed, the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008 (the "PROTECT Our Children Act" or the "Act"). This Act requires the U.S. Department of Justice (DOJ) to formulate and implement a National Strategy to combat child exploitation.

To address the threat to our nation's children, the National Strategy focuses on the following types of child exploitation: (1) child pornography, often called images of child sexual abuse; (2) online enticement of children for sexual purposes; (3) commercial sexual exploitation of children, and (4) child sex tourism.

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) within DOJ's Office of Justice Programs (OJP), oversees the disbursement of grants to federal, state, and local agencies to aid in the fight against child exploitation. OJJDP's efforts provide communication and coordination to the Internet Crimes Against Children (ICAC) Task Force Program; a fundamental component of our Nation's fight against child exploitation. Since 1998, OJJDP has funded the ICAC Task Force Program, a collection of 61 separate task forces throughout the country, to coordinate federal, state, and local investigative and prosecutorial response to child exploitation. The Arkansas ICAC (ARICAC) is a part of the national ICAC Task Force Program.

The *Jonesboro Police Department* recognizes the need for interagency communication and coordination of efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. Toward that end, this Memorandum of Understanding (MOU), dated November 3, 2015, is entered into by and between the Arkansas State Police (ASP), the sponsoring agency of ARICAC, and the *Jonesboro Police Department* who, upon acceptance of all terms and conditions contained herein, will become an ARICAC affiliate agency. This MOU shall remain in full force and effect beginning on the date of signature by the Director of the ASP and continuing until the expiration of Award Number 2013-MC-FX-K026. However, this MOU may be terminated for any reason and at any time by the ASP. In addition, the head of the *Jonesboro Police Department* may terminate

the MOU and withdraw from the ARICAC Task Force at any time by providing written notification of such intent to the ARICAC Commander and/or the Director of the ASP.

Section 2: Purpose

The purpose of this MOU is to provide a communication and coordination structure for the *Jonesboro Police Department* an ARICAC affiliate agency, to enhance its efforts to prevent, interdict, investigate, and prosecute internet crimes against children and technology-facilitated child exploitation. And because internet crimes against children and technology-facilitated child exploitation transcend traditionally recognized geographical boundaries, the *Jonesboro Police Department* authorizes its commissioned officers assigned to ARICAC to travel and work ICAC crimes, as necessary, originating and/or terminating inside or outside their normal geographical areas of responsibility (AOR).

Section 3: Policies and Procedures

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees to comply fully with all Operational and Investigative Standards¹ promulgated by the DOJ for the ICAC Program. The most updated copy of the Operational and Investigative Standards, updated October 16, 2014, are attached to this MOU as Appendix A. Specifically, the *Jonesboro Police Department* as an ARICAC affiliate agency, agrees to follow Operational and Investigative Standard 2 in selecting suitable commissioned officers for assignment to the ARICAC Task Force. Once suitable commissioned officers have been selected² for assignment to the ARICAC Task Force, those selected shall be required to read and comply with all Operational and Investigative Standards.³

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees to select and identify one of its commissioned officers as its ICAC coordinator. The affiliate agency ICAC coordinator serves as the primary point-of-contact by and between the ASP, the ARICAC Task Force, the affiliate agency, and the

¹ The Operational and Investigative Standards were developed through a national ICAC Working Group and are considered best practices for the ICAC program. While nationally recognized and widely copied for law enforcement use both inside and outside the ICAC program, the Operational and Investigative Standards are Law Enforcement Sensitive (LES).

² The affiliate agency is responsible to provide commissioned officers selected for assignment to the ARICAC Task Force vehicles, pagers, radios, weapons, body armor, cellular telephones, notebook computers for report writing, etc. The ARICAC Task Force will provide investigative and forensic preview tools and software commensurate with the commissioned officers level of training and experience.

³ See Operational and Investigative Standard 3.1.

community within the ICAC coordinator's AOR⁴. One of the most important duties of the affiliate agency ICAC coordinator is the compiling of the performance measures of the affiliate agency's ICAC related operations each month. Once compiled by the affiliate agency ICAC coordinator, the performance measures for the month being reported should be submitted by the affiliate agency ICAC coordinator to the ARICAC Task Force Senior Intelligence Analyst at ASP Headquarters in Little Rock before the 10th day of the next month.⁵ (For example, the affiliate agency's performance measures collected from March 1st through March 31st should be compiled and submitted using the ICAC Monthly Performance Measures Report no later than April 10th.) Finally, the affiliate agency ICAC coordinator may be required, on an infrequent basis, to submit other ancillary statistical information and/or reports by the ASP, the ARICAC Task Force, or the OJJDP.

The *Jonesboro Police Department*, as an ARICAC affiliate agency, is eligible to have its commissioned officers assigned to the ARICAC Task Force participate in ICAC sponsored training both in-state and out-of-state hosted by the OJJDP, the National White Collar Crime Center (NW3C), and other federal partners. Costs for travel, lodging, meals, and training are generally covered by ICAC funding and are reimbursable to either the affiliate agency or to the commissioned officer in accordance with federal, state, and ASP travel and meal reimbursement statutes, policies, and procedures. All other expenses are the sole responsibility of the affiliate agency and/or the commissioned officer.

The *Jonesboro Police Department* as an ARICAC affiliate agency, is entitled to access to ARICAC information and data systems for case deconfliction, information sharing, assistance requests, data archival/retrieval, and for other ICAC related purposes. This access is coordinated and managed by the ASP Cyber Crimes Unit (of which the ARICAC Task Force is a part) Supervisor.

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force will, at a minimum, conduct reactive investigations in response to: citizen complaints, CyberTipline Reports from the National Center for Missing and Exploited Children (NCMEC), referrals from the ASP or other intra-state or inter-state ICAC Task Force affiliate agencies, and referrals from other law enforcement agencies who may not be an affiliate agency. Reactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

⁴ As the point-of-contact to the community, the ICAC coordinator represents the state and national ICAC program within the community by providing prevention education activities to children, parents, educators, and others concerned about child safety issues. See Operational and Investigative Standard 7.1 – 7.2.

⁵ See Operational and Investigative Standard 4.2.2.

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force may, based upon investigative need, conduct proactive investigations (i.e. online chat cases, Peer-2-Peer (P2P) cases, and classified advertisement cases). Proactive investigations must be conducted in compliance with Operational and Investigative Standard 4.3.

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force shall fully participate in any and all nationally coordinated ICAC investigations.

The *Jonesboro Police Department* as an ARICAC affiliate agency, understands and agrees that the ASP and/or another ARICAC affiliate agency may provide forensic support for any and all of the affiliate agency's ICAC investigations. All forensic support services provided by the ASP and/or another ARICAC affiliate agency conforms to national ICAC best practices. Should the *Jonesboro Police Department* as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Jonesboro Police Department* also agrees to offer such services in conformance with national ICAC best practices.

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees that identifying child victims is a critical element of the ICAC Program and understands that the DOJ and the OJJDP requires all affiliate agencies to submit child victim images, graphics, video files, etc., to NCMEC's Child Victim Identification Program (CVIP). Should the *Jonesboro Police Department*, as an ARICAC affiliate agency, offer forensic support services to other law enforcement agencies, regardless of whether or not the other law enforcement agency is an ARICAC affiliate agency, the *Jonesboro Police Department* agrees to submit all child victim images, graphics, video files, etc., discovered to NCMEC's CVIP.⁶

The *Jonesboro Police Department*, as an ARICAC affiliate agency, agrees that its commissioned officers assigned to the ARICAC Task Force, to be fully effective in their ICAC investigative efforts, must work either full-time (a minimum of 40 hours per week) or half-time (a minimum of 20 hours per week) to prevent, interdict, investigate, and prosecute internet crimes against children. All commissioned officers from affiliate agencies located within the federally designated Western District of Arkansas and Eastern District of Arkansas work ICAC related crimes under the direction and guidance of federal partners and an ASP special agent designated as the Task Group Leader. The Western District of Arkansas Task Group Leader is operationally located in

⁶ See Operational and Investigative Standard 6.

Springdale. The Eastern District of Arkansas Task Group Leader is operationally located in Little Rock.

The *Jonesboro Police Department* as an ARICAC affiliate agency, is eligible to apply as a subrecipient to the ASP for federal ICAC grant funding made available by OJJDP when such monies are available and when invited to do so.

The *Jonesboro Police Department* as an ARICAC affiliate agency, agrees to comply fully with all rules, regulations, and requirements contained within the 2015 Financial Guide ⁷ promulgated by the DOJ, OJP's Office of the Chief Financial Officer. The 2015 Financial Guide is attached to this MOU as Appendix B. The 2015 Financial Guide serves as a primary reference manual to assist award recipients (ARICAC and all ARICAC affiliate agencies) in fulfilling their fiduciary responsibility to safeguard grant funds and ensure funds are used for the purposes for which they were awarded. More specifically, the 2015 Financial Guide contains specific procedures ARICAC affiliate agencies must follow in the acquisition, retention, use, and disposal of property and equipment that subrecipients obtain with federal monies. In addition, the 2015 Financial Guide requires subrecipients (ARICAC affiliate agencies) to adhere to all applicable financial management laws within the State of Arkansas.

Therefore, the *Jonesboro Police Department*, as an ARICAC affiliate agency, also agrees to comply fully with all laws, policies, regulations, and procedures contained within the State of Arkansas, Department of Finance and Administration (DFA), Office of Accounting (OA) Financial Management Guide (Effective October 9, 2014)⁸ published by the DFA. The Financial Management Guide (Effective October 9, 2014) contains specific statutes, policies, and procedures ARICAC affiliate agencies must follow with respect to travel regulations⁹, property and equipment inventory¹⁰, and purchasing and contracts¹¹.

⁷ The 2015 Financial Guide is provided for the use of all recipients (ASP) and all subrecipients (ARICAC affiliate agencies) of federal grant programs administered by the OJP. The guide serves as a compilation of various laws and regulations governing DOJ grants financial management and administration.

⁸ The Financial Management Guide (Effective October 9, 2014) is published by the DFA Director to comply with Ark. Code Ann. § 19-1-209(a) and resides on the DFA web site at: <http://www.dfa.arkansas.gov/offices/accounting/financialManagementGuide/Pages/default.aspx>.

⁹ See Ark. Code Ann. § 19-4-901 and Policies/Regulations (R) 1-19-4-901 - R9-19-4-904 (pp. 98-113).

¹⁰ See Ark. Code Ann. § 19-4-1501 – 19-4-1503, R1-19-4-1503, and Appendices P1-19-4-1503 – P2-19-4-1503 (pp. 156 – 163).

Section 4: Updates to the MOU

This MOU may be modified at any time by written consent of the ASP and the *Jonesboro Police Department* as an ARICAC affiliate agency. However, updates to this MOU have no force or effect until such updates are reduced to writing and signed by both the head of the affiliate agency and the Director of the ASP.

Section 5: Signatures

Approved William J. Bryant
Colonel William J. Bryant, Director
Arkansas State Police

Date 11/03/15

Approved Rick Elliott
Chief Rick Elliott
Jonesboro Police Department

Date 11-6-15

¹¹ See Ark. Code Ann. § 19-11-217, R1-19-11-217, Ark. Code Ann. § 19-11-238, R1-19-11-238, Ark. Code Ann. § 19-11-243, and R1-19-11-243 (pp. 241 – 253).