



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 27, 2018) (WEEK 47 OF 2018)**

Live streaming at:
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 27, 2018 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board.

1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, your remarks may be limited to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- | | |
|---------------------------|-------------|
| 1. Citizen Concerns | Information |
| 2. Approval of the agenda | Action |

Consent Agenda

Items 3 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the November 20, 2018 special meeting
Approval of the minutes of the November 20, 2018 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorize Chairman to sign Medical Plan Renewal
6. Board Administration – Heather Satterwhite
Approval of funds for the holiday luncheon on December 18, 2018

End Consent Agenda

- Set Time (4:45 p.m.)**
7. Secondary Roads – Mark Nahra
 - a. First reading of the compression brake use ordinance Action
 - b. Approval of the first reading and setting the second reading for the compression brake use ordinance for December 4, 2018 Action
 8. Reports on Committee Meetings Information
 9. Citizen Concerns Information
 10. Board Concerns

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUES., NOV. 27** **1:00 p.m.** Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- WED., NOV. 28** **6:00p.m.** Emergency Management Commission meeting, lower level of The Security Institute
- THUR., NOV. 29** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MON., DEC. 3** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUES., DEC. 4** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 5** **9:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Executive Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Full Board Meeting, Pisgah, Iowa
- WED., DEC. 12** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THUR., DEC. 13** **4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- 5:30 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- WED., DEC. 19** **10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THUR., DEC. 20** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

NOVEMBER 20, 2018-SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 20, 2018, at 9:00 a.m. Board members present were Taylor, Pottebaum, De Witt and Ung; Radig was absent. Staff members present were Patrick Gill, Auditor/Clerk to the Board, Melissa Thomas, Human Resources Director, Patrick Jennings, County Attorney and Joshua Widman, Assistant County Attorney.

The meeting was called to order.

Motion by De Witt second by Taylor to go into closed session per Iowa Code Section 21.5(1)(c). Carried on a 4-0 on a roll-call vote.

Motion by Taylor second by Pottebaum to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 4-0 on roll-call vote.

Motion by Taylor second by Pottebaum to approve the recommendation of legal counsel offered in the executive session. Carried 3-1; Ung was opposed.

The Board adjourned the meeting.

NOVEMBER 20, 2018, FORTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 20, 2018 at 4:30 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. John Smith, Sioux City, addressed the Board with concerns about a proposed four wheeler ordinance.
2. Motion by De Witt second by Radig to approve the agenda for November 20, 2018. Carried 5-0. Copy filed.
Motion by De Witt second by Radig to approve the following items by consent:
 3. To approve minutes of the November 9, 2018 special meeting. Copy filed.
To approve minutes of the November 13, 2018 meeting. Copy filed.
To approve minutes of the November 14, 2018 special meeting. Copy filed.
4. To approve the claims totaling \$607,594.22. Copy filed.
5. To approve and receive for signatures a Resolution thanking and commending Angela Fundermann for her service to Woodbury County.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,794
A RESOLUTION THANKING AND COMMENDING
ANGELA FUNDERMANN
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Angela Fundermann has capably served Woodbury County as an employee of the Sheriff's Office for 29 years from September 6, 1989 to December 30, 2018; and

WHEREAS, the service given by Angela Fundermann as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Angela Fundermann for her years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Angela Fundermann.

BE IT SO RESOLVED this 20th day of November, 2018.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6a. To approve the promotion of Heidi Reising, Sheriff Deputy, County Sheriff Dept., effective 11-26-18, \$23.70/hour, 23%=\$4.42/hr. Promotion from Civilian Jailer to Deputy; and the separation of Angela Fundermann, Sheriff Deputy, County Sheriff Dept., effective 12-30-18. Retirement. Copy filed.
- 6b. To accept the Innovative Business Consultants renewal for the 2019 calendar year. Copy filed.

Carried 5-0.

11. Board concerns were heard.

The Board adjourned the regular meeting until November 27, 2018.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: November 27, 2018

For the November 27, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. Building Services Custodian, from Grade 1/Step 4 to Grade 1/Step 5.

Thank you

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 11/20/2018 Weekly Agenda Date: 11/27/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

The following paperwork for renewal of our Medical Plan is being submitted for signature

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The paperwork for renewal of our Medical Plan is being submitted for signature.

BACKGROUND:

Renewal of the Medical Plan is an annual event (January 1).
The required paperwork lays out previously agreed upon rates and benefits.

FINANCIAL IMPACT:

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Please accept the renewal paperwork and provide the necessary signature.

ACTION REQUIRED / PROPOSED MOTION:

Please accept the renewal for signature.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2019 to 12/31/2019

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-75 / 189438-76	78 Single	24/12 Contract
Alliance Select	256 Family	
Deductible: \$250 / \$500		
Coinsurance: 10% / 20%		Actual Weekly Claims
OPM: \$750/\$1,250	334 Total	
Office Visit Copay: \$20		
BlueRx Complete		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$60.05	\$240,680
Aggregate Stop Loss	125%	\$4.86	\$19,479
Administrative Fees - Health	w/weekly settlement	\$39.12	\$156,793
Administrative Fees - PBM		\$1.10	\$4,409
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$105.13	\$421,361
Network Access Fee		\$9.91	\$39,719

	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$626.78	\$1,566.95	\$5,400,337
Admin, NAF & Stop Loss Fees	<u>\$53.81</u>	<u>\$134.53</u>	<u>\$463,642</u>
Estimated Suggested Rates*	\$680.59	\$1,701.48	\$5,863,979
Attachment Points	\$783.48	\$1,958.70	\$6,750,464
Admin, NAF & Stop Loss Fees	<u>\$53.81</u>	<u>\$134.53</u>	<u>\$463,642</u>
Estimated Max Liability to Fund*	\$837.29	\$2,093.23	\$7,214,106

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____ Date: _____

Comments:



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Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2019 to 12/31/2019

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation cases initiated prior to July 1, 2016, the subrogation recovery vendor's service fee is 12 ¾% of the recovered amount. For subrogation cases initiated on or after July 1, 2016, the subrogation recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



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Self Funded FINAL Renewal Rates

Group Name: Woodbury County
 Account Key: 00017570
 Renewal Period: 01/01/2019 to 12/31/2019

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-77 / 189438-78	12 Single	24/12 Contract
Blue Access	27 Family	
Deductible: \$250 / \$500		
Coinsurance: 10%		Actual Weekly Claims
OPM: \$750/\$1,250	39 Total	
Office Visit Copay: \$20		
BlueRx Value Plus		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$60.05	\$28,103
Aggregate Stop Loss	125%	\$4.86	\$2,274
Administrative Fees - Health	w/weekly settlement	\$39.12	\$18,308
Administrative Fees - PBM		\$1.10	\$515
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$105.13	\$49,201
Network Access Fee		\$9.91	\$4,638

	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$556.47	\$1,391.18	\$530,873
Admin, NAF & Stop Loss Fees	<u>\$53.80</u>	<u>\$134.50</u>	<u>\$51,326</u>
Estimated Suggested Rates*	\$610.27	\$1,525.68	\$582,199
Attachment Points	\$695.58	\$1,738.95	\$663,583
Admin, NAF & Stop Loss Fees	<u>\$53.80</u>	<u>\$134.50</u>	<u>\$51,326</u>
Estimated Max Liability to Fund*	\$749.38	\$1,873.45	\$714,909

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____ Date: _____

Comments:



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Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2019 to 12/31/2019

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Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Synergy Health, Inc., Wellmark Value Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.

ACCOUNT INFORMATION AND BINDER AGREEMENT

<u>WOODBURY COUNTY</u>	<u>1/1/2019</u>	<u>00017570</u>	<u>0000XA117</u>
Account Legal Name	Effective Date	Account Key	Group Number

Physical Address

<u>620 DOUGLAS ST RM 701</u>	<u>WOODBURY COUNTY COURTHOUSE</u>	
Address Line 1	Address Line 2	
<u>SIOUX CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

Billing Address (if different than physical address)

Alternate Location 3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

<u>620 DOUGLAS ST RM 701</u>	<u>WOODBURY COUNTY COURTHOUSE</u>	
Address Line 1	Address Line 2	
<u>SIOUX CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

Authorized Health Plan Representatives

An authorized health plan representative is an employee of the Account (not the Consulting Firm) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

<u>1/1/2019</u>			
Effective Date			
Name	Title	Email	Phone
<u>Lisa Anderson</u>	<u>HR Secretary</u>	<u>LISAANDERSON@wo odburycountylow a.gov</u>	<u>712-279-6480</u>

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Melissa Thomas	HR Director	melissathomas@woodburycountyio.wa.gov	712-279-6470

Consultant Designation

No Consultant Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance consultant.

Designation of Consultant Effective Date

Primary Consultant Name

Consulting Firm Name

Consultant Number

Consulting Firm Address 1

City

State

Zip

Primary Contact Name

Email

Phone

Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

Yes, I authorize my Consultant to access this information.

By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.

Consultant Designation (continued)

No, I do not authorize my Consultant to access this information.

Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name	Email Address	Phone
_____	_____	_____

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

General Account Information

<u>Kayrin Vincent</u>	<u>00000011</u>	
Wellmark Account Manager	Rep ID#	
<u>August</u>	<u>July</u>	<u>WCX</u>
Contact Month	Plan Year Month	Unique Alpha Prefix
Wellmark IS the Exclusive Carrier		
<u>Blues Enroll</u>		
Enrollment Method		

Open Enrollment Period*

**Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment: YES NO

If YES, fill in open enrollment period dates:

_____	_____
Starting date	Ending date

Funding Arrangement

This self-funded account will be developing our own SBCs to distribute. (If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.)

<u>Self Funded</u>	<u>Wellmark</u>	<u>24/12</u>
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies: YES NO (If yes, Signed exhibit page attached.)

General Account Information (continued)

Value Based Program elected : YES NO

Carveout Rx Vendor

Product

Health Pharmacy Dental

Guarantees

Not Applicable

Health Care Management Services

Self Funded

See Attached Rate Exhibit

Representation of Grandfathered Status under the Affordable Care Act

Grandfathered status may be maintained if changes to benefits and/or employer contributions do not significantly increase member's cost share. Grandfathered status may be maintained if the employer contribution does not decrease more than 5 percentage points for any contract type (i.e. Single/Family) within a plan (per OBS#), as compared to 3/23/2010 contribution level. Decreasing the employer contribution to a "grandfathered" group plan by more than 5% below the contribution rate on 3/23/2010 will result in a loss of grandfathered status. This applies for any contract type within any benefit plan. Account agrees to provide Wellmark at least 60 days advance, written notice of any change in the employer contribution that exceeds 5%. Account represents to Wellmark that the information contained in the below chart, which will be used in determining grandfathered status, is accurate for each of the plans listed. If the account Partial Self Funds, the group also attests that the grandfathered status is accurate for each of the plans listed in regard to both benefits and contribution levels.

Yes No

Grandfathered Benefit Plan(s)	OBS #: Health Rx	Single Contract Contribution Level (or One person, if applicable)		Family Contract Contribution Level (or One person, if applicable)		Emp/Spouse Contract Contribution Level (or One person, if applicable)		Emp/Child(ren) Contract Contribution Level (or One person, if applicable)	
		Renewal or plan year:	3/23/2010	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10

COBRA

Standard COBRA Administration - see attached Addendum

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:

By (sign here)

Printed Name

Title

Date

For Internal Use Only

XA Account

Renewal-No Benefit Change

Notes



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.



FOR ADMINISTRATIVE USE ONLY

New Group: Group # _____ Coverage Effective Date: 01/01/2019

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: 4 2 6 0 0 5 2 2 1
Group Number (Renewing Groups Only): XA117-0001,0003,0004,0005,0006,0007,0009,0010,0011,0013,0014,0015,0016,
Employer Name: Woodbury County 0017,0018,0019,0020,0021,0022,0023,0024,0025,0026,0027,0028,0030,0031,0032,
Employer Address: 620 Douglas 0033,0034,0035,0036,0050,0051,0060,0061,0062,0063,1064,1065,1066,1069,1070
City: SiouxCity State: IA Zip: 51101
Contact Person: Melissa Thomas 1071,1072,7000,7001,DBR1, DBR2
Telephone Number: 712-279-6480 E-mail Address (optional): melissathomas@woodburycountyiow

- 1. Did your organization make contributions on behalf of any employee who was covered under a collectively bargained Health and Welfare Fund (i.e., union plan) during the previous calendar year?
2. Did you have 20 or more employees for 20 or more calendar weeks (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year?
3. Did you have 100 or more employees during 50 percent of your business days (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year?
4. Did your organization participate in a multi or multiple employer group health plan (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year?
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year?

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the Medicare Secondary Payer status of Medicare-enrolled employees..

Melissa Thomas HR Director Signature Date 11/20/2018

Table with 4 columns: IA & SD Large Groups (new or renewal), IA & SD Small Groups (new or renewing with benefit changes), IA Small Groups renewing with no benefit change - send this form to: Wellmark, Inc., SD Small Groups renewing with no benefit change. Send this completed MSP form to: Wellmark, Inc.

Required Federal Accessibility and Nondiscrimination Notice



Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email CRC@Wellmark.com. You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意: 如果您说普通话, 我们可免费为您提供语言协助服务。请拨打 800-524-9242 或 (听障专线: 888-781-4262)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فلننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهدف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262.)

주의: 한국어 를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें : अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)।

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deitsch schwetze duscht, kantscht du Hilf in del eegni Schprooch koschdefrei griage. Ruf 800-524-9242 odder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรามีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่มีคิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တစ်ခုခုပြောပါ-နာမည်ကတိကုတ်, ကိုကိုတစ်စုံတစ်ခုတည်း, လာဘ်ဘတ်လက်ခံလဲ, ဆိုလို့လေးနက်လို့. ဝဲကေ့ကေ့ဝဲဝဲ-၅၂၄-၉၂၄၂၅၀၇၆ (TTY: ၈၈၈-၇၈၁-၄၂၆) ဝဲကေ့.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሳሰቢያ: ለማርኛ የሚናገሩ ከሆኑ፣ የቋንቋ አገዛ አገልግሎቶቻችን ከከፍተኛ የገናኛለን። በ 800-524-9242 ወይም (በTTY: 888-781-4262) ዲውለው ያነጋግሩን።

HEETINA To a wolwa Fulfulde laabl wallinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Heblir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffallii malee, isinlif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quonnaamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'ehjí yánłti'go níká bizaad bee áká' adoowól, t'áá jíik'é, náhólq. Kojí' hóline' 800-524-9242 doodallí' (TTY: 888-781-4262)

Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Synergy Health, Inc., Wellmark Value Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent licensees of the Blue Cross and Blue Shield Association.



Wellmark Blue Cross Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.

Independent Licensees of the Blue Cross and
Blue Shield Association

COBRA ADDENDUM - IOWA COBRA Administrative Services Agreement (For use with account size 100+)

The Account understands and agrees that in exchange for the following administrative fee and COBRA processing fees, Wellmark shall provide certain administrative services with respect to COBRA continued health coverage requirements for Wellmark – issued or administered products as described in this COBRA Administrative Services Agreement. Completion of this form and the signed Binder, and any subsequently issued definitive agreement executed by Wellmark comprise the complete contract for Wellmark’s COBRA administration services for Account.

ACCOUNT LEGAL NAME: Woodbury County TELEPHONE NUMBER: (712) 279-6480
 ACCOUNT COBRA CONTACT PERSON: Melissa Thomas EMAIL ADDRESS: melissathomas@woodburycou
 AGREEMENT BEGIN DATE: 01 / 01 / 2019 END DATE: 12 / 31 / 2019

Administration and Billing: \$100 per COBRA participant at initial enrollment and each renewal thereafter (Minimum \$250).

A. Premiums: Please insert below the rates equal to 102% (and 150%, if necessary) of the base rate.

COBRA Group/Section #	Plan Option	Single	Employee/ Spouse	Employee/ Child(ren)	2-Person	Family
102%	Alliance	704.83				1667.10
102%	Blue Access	644.89				1517.26
102%						
150%						
150%						
150%						

COBRA Group/Section #	Plan Option	Single	Employee/ Spouse	Employee/ Child(ren)	2-Person	Family
102%						
102%						
102%						
150%						
150%						
150%						

Yes No Are any of the above plans packaged together so that participants may not choose them separately? If yes, please explain: _____

Self-funded Accounts, please answer the below question.

Yes No COBRA premiums billed to certain qualified beneficiaries, determined to be disabled by the Social Security Administration and meeting the requirements for an 11-month COBRA eligibility extension, should include an additional 50% COBRA processing fee (include 150% premiums in the table(s) above).

B. The Account shall provide the following duties associated with COBRA continuation coverage:

1. Provide current and new employees and their spouses with initial notice of the right to continuation of coverage as required by COBRA. Wellmark shall provide the Account with an initial notice which may be used for distribution to current and new employees.
2. Provide COBRA qualified beneficiaries a form for election of continuation coverage at the time of all COBRA qualifying events. Wellmark shall provide the Account with an election form to be used for

distribution to qualified beneficiaries. The Account shall complete the relevant portions of the election form before mailing the form to qualified beneficiaries.

3. Inform COBRA qualified beneficiaries of any changes in Account's benefit plan by issuing appropriate benefit plan documents or amendments.
4. Upon the filing of bankruptcy under Chapter 11, the Account will send notification to insured retirees and their covered spouse/dependents advising of the right to continuation coverage (if any) under appropriate COBRA regulation.

The parties agree that the Account remains Plan Administrator and Plan Fiduciary.

C. Wellmark shall provide Account with the following administrative services to assist Account in complying with the requirements of COBRA:

1. Wellmark shall directly bill, or withdraw from a designated checking or savings account, the monthly premium from any COBRA qualified beneficiary who elects continuation coverage.
2. If a second qualifying event occurs while a COBRA qualified beneficiary has elected continuation coverage (for example, terminated employee on continuation coverage dies, not all-inclusive), and Account or a COBRA qualified beneficiary notifies Wellmark of such an event, Wellmark will send notification and election forms to the qualified beneficiaries. Wellmark recognizes Medicare entitlement as a second qualifying event.
3. During the 180-day period prior to the termination of the COBRA qualified beneficiaries' continuation coverage period, Wellmark will notify COBRA qualified beneficiaries of their right to purchase alternative coverage, if available, when COBRA continuation coverage ends.
4. Notify COBRA qualified beneficiaries of termination of their coverage at the end of their duration, or earlier upon their failure to pay premiums or upon Wellmark being properly notified that another event allowing early termination of coverage has occurred.
5. Notify COBRA qualified beneficiaries of any rate changes.
6. Wellmark shall provide customer service weekdays between 8:00 a.m. and 4:00 p.m., not including holidays. This service shall include answering questions, about continuation and the requirements of the COBRA law.

Notwithstanding the foregoing, Wellmark shall not provide any administrative services with respect to the application of Alternative Continuation (COBRA like) coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision (i.e., continuation of coverage for early retirees until age 65). The Account shall be fully responsible for the application of, administration of and compliance with Alternative Continuation coverage with respect to any coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision.

If a qualified beneficiary is determined under Title II or XVI of the Social Security Act (42 U.S.C. §§ 401-433 or 1381-1385) to have been disabled prior to or within the first 60 days of COBRA continuation coverage, such qualified beneficiary may qualify for an extension that expands the otherwise applicable 18-month COBRA period to 29 months from the termination or reduction in hours of employment. To qualify for the extension, the qualified beneficiary must provide notice to the Account or to Wellmark of the disability determination before the end of the original 18-month maximum COBRA coverage period that applies to the qualifying event and must not be determined to be no longer disabled at any time between the date of disability determination and the first day of COBRA continuation coverage.

D. Open/Annual Enrollment

If Account provides an open/annual enrollment period at renewal for employees to reselect benefits and/or add eligible dependents, COBRA qualified beneficiaries must also be offered the same option(s). **Please answer the following questions:**

Do you offer annual/open enrollment **at renewal**?

Yes No

If "no" is indicated, Wellmark will notify COBRA qualified beneficiaries of any rate changes.

If "yes" is indicated, would you like Wellmark to notify your COBRA qualified beneficiaries of these option(s)?

Yes No

If "yes" is indicated, Wellmark **must receive** complete renewal paperwork by the 10th of the month prior to the Account's renewal month.

If "no" is indicated or if complete renewal paperwork is received by Wellmark after the 10th of the month prior to the Account's renewal month, the Account will be required to notify COBRA qualified beneficiaries of the open/annual enrollment offering(s). Please note that COBRA qualified beneficiaries must receive such

offering prior to the effective date of the premium rate increase or coverage change. Upon request, Wellmark will provide information to Account regarding current COBRA qualified beneficiaries.

If Account offers open/annual enrollment at a time other than renewal, it is the Account's responsibility to provide such offering to current COBRA qualified beneficiaries.

E. Relationship of Parties

This Agreement between Wellmark and Account does not create any legal relationship between Wellmark and Account's employees. This is an independent service agreement with Wellmark acting in the capacity of an independent contractor. There is no partnership or employer/employee relationship between Wellmark and Account. Wellmark does not, pursuant to this Agreement, assume any responsibility for the acts, omissions or breaches of duty of Account except for such duties as are herein expressly assumed by Wellmark. Wellmark shall not be deemed a fiduciary under any employee welfare benefit plan of employer. Wellmark is not providing Account with legal advice or guidance regarding its responsibilities or compliance obligations under COBRA.

F. Indemnification

Account agrees to indemnify Wellmark and to hold Wellmark fully protected and harmless for all damages and causes of action of whatsoever kind, including attorney's fees, cost of defense and penalties of all variety occasioned by Wellmark's undertaking of this COBRA Administrative Services Agreement, except for any damages directly and exclusively related to any acts, errors, or omissions, by Wellmark in performance of the administrative services described in Section C of this Agreement.

Required Federal Accessibility and Nondiscrimination Notice



Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email CRC@Wellmark.com. You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາສາໃຫ້ທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262).

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें : अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kantscht du Hilf in dei eegni Schprooch koschdfrei griege. Ruf 800-524-9242 odder (TTY: 888-781-4262) uff.

โปรดทราวม: หากคุณพูด ไทย เรามีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่มีคิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တၢ်ဒုးသ့ၣ်ညါ-နမ့ၢ်ကတၢၢ်ကတၢၢ်ကတၢၢ်,ကတၢၢ်တၢ်မၤတၢ်တၢ်မၤတၢ်တၢ်,လၢတၢ်တၢ်လၢတၢ်လၢ,ဆီၣ်လၢနဂီၢ်လၢ. ဆၢကတၢၢ်ဆူၣ်ၣ်ၣ်ၣ်ၣ်ၣ်ၣ်ၣ်(TTY: ၈၈၈-၇၈၁-၄၂၆)တက့ၢ်.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

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HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

FUULEFFANNA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnaama.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'ehjí yánílti'go níká bizaad bee áká' adoowol, t'áá jiik'é, náhóló. Kojí' hóline' 800-524-9242 doodai' (TTY: 888-781-4262)

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

#6

Date: 11/20/2018 Weekly Agenda Date: 11/27/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite - Executive Secretary

WORDING FOR AGENDA ITEM:

Approval of funds for the holiday luncheon on December 18, 2018

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Each year the Board of Supervisors hosts a holiday luncheon for county employees.

BACKGROUND:

Last year \$2,799.75 was paid out of the Gaming Fund for the holiday luncheon.

FINANCIAL IMPACT:

Central Catering quote is for \$2,985, plus mileage.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Approve \$2,985 plus mileage, for the cost of the holiday luncheon.

ACTION REQUIRED / PROPOSED MOTION:

Approve the motion.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 11/19/2018 Weekly Agenda Date: 11/27/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Set Time 4:45 PM: First reading of Compression Brake Use Ordinance and set a date for the second reading of the proposed ordinance.

ACTION REQUIRED:

- | | | |
|---|---|--|
| Approve Ordinance <input checked="" type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input checked="" type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

Communities developed subdivisions within Woodbury County jurisdiction have requested the regulation of the use of truck compression brakes. An updated ordinance is proposed to regulate their use.

BACKGROUND:

Compression brakes are used on large, diesel powered straight trucks and semis to brake or the vehicle without activating their air or hydraulic brakes. This saves wear and tear on mechanical brakes, but does result in a large amount of noise generated by the truck as the engine compression brakes are activated. Communities and rural residential areas have complained about the resulting noise.

FINANCIAL IMPACT:

Financial impact is limited to the cost of installing signs to notify trucks of the ordinance. This costs the county approximately \$250 for each sign. The Iowa DOT will install signs on state highway rights of way at Iowa DOT cost.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

I recommend that the Board approve the first reading of the ordinance and set the date of December 4, 2018 for the second reading of the ordinance.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the first reading and set the date of December 4, 2018 for the second reading of the compression brake use ordinance.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AREAS PROHIBITING THE USE OF COMPRESSION BRAKES OR BRAKING, ALSO KNOWN AS "JAKE BRAKES" WITHIN WOODBURY COUNTY, IOWA

(This ordinance repeals and replaces Ordinance Numbers 14 and 20.)

Be It Enacted by the Woodbury County Board of Supervisors, Woodbury County, Iowa:

SECTION 1. PROHIBITION AND PENALTY

A. Engine Brakes and Compression Brakes. It is unlawful for the driver of any vehicle to use or operate within the area described in Section B any engine brake, compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle, except in the case of an emergency.

B. The prohibition above described shall be in effect for the following described roads and highways within Woodbury County, Iowa:

1. U.S. Highway 20 beginning one half mile east of the intersection of U.S Highway 20 and Emmett Avenue and continuing to the intersection of U.S. Highway 20 and Eastland Avenue. This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
2. County Route K49 (Easter Avenue) from 150th Street south to the City Limits of the City of Lawton, Woodbury County Iowa.
3. U.S. Highway 20 beginning one half mile east of the intersection of U.S. Highway 20 and Humboldt Avenue to the intersection of U.S. Highway 20 and Iowa Highway 140/County Route K64 (Merville Blacktop). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
4. County Road D38 from the intersection of Old Lakeport Road east to the intersection of Elk Creek Road (north)/Buchanan Avenue (South). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
5. U. S. Highway 75 Bypass beginning at the U.S. Highway 20 interchange and continuing north to the 28th Street/Outer Drive interchange. This restriction shall apply to both northbound traffic and southbound traffic in the designated area in the rural portions of U.S. Highway 75 Bypass.
6. U.S. Highway 20 from the intersection of Buchanan Avenue/Glen Ellen Road west to the U.S. 20/75 interchange. This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
7. Iowa Highway 141 beginning at the intersection with Dillon Avenue and continuing west to the intersection of Iowa Highway 141 and County Route K45 (Old Highway 75). This restriction shall apply to both westbound traffic and eastbound traffic in the designated area.
- 7-8. County Road K45, also known as Old Highway 75, beginning ¼ mile north of the north city limits of the city of Salix to a point ¼ mile south of Salix. The restriction shall apply to northbound and southbound traffic.

C. Violation of this ordinance is a scheduled violation with a penalty of \$100.00.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This includes current county ordinances Number 14 (enacted April 11, 2006) and Number 20 (enacted December 12, 2006), which are combined within this new ordinance.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law and when appropriate signage is erected and placed upon the areas described above to give notice of the ordinance.

First Hearing: _____

Second Hearing: _____

Third Hearing: _____

Passed and approved by the Woodbury County Board of Supervisors _____, 2018.

Chairman Woodbury County Board of Supervisors

Attest:

Woodbury County Auditor