

The Board of Supervisors met on 5/15/18 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, with Chitty presiding. Sanders absent. (all audio of meetings available at storycountyiowa.gov)

MINUTES: 5/8/18 Minutes – Olson moved, Chitty seconded the approval of the Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire in Treasurer's Office, effective 5/21/18, for Kasey Foy @ \$16.39/hr; Kristie See @ \$16.39/hr. Olson moved, Chitty seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 5/17/18 Claims of \$2,417,629.71 (run date 5/11/18, 37 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooSt School Ready Service (\$32,748.95), BooSt Early Childhood (\$4,543.46), Central Iowa Drug Task Force (CIDTF) (\$3,020.75), Emergency Management (\$1,180.34), E911 Surcharge (\$8,763.08), County Assessor (\$1,366.94), and Ames City Assessor (\$13,704.82). Olson moved, Chitty seconded approval of the Claims as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded approval of the Consent Agenda as presented.

1. Agreement between Story County and Employee Benefit Systems for health insurance partial-funding, effective 7/1/18-6/30/19
2. Utility Permits: #18-89; #18-90; #18-91
3. Road Closure Resolution: #18-34

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: Olson reported on the following meetings: Central Iowa Regional Housing Authority; Aging Resources; and Special Olympics ceremony.

Olson moved, Chitty seconded to adjourn at 10:02 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda - Limited
5/15/18

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

4. CONSIDERATION OF MINUTES:

I. 5/8/18 Minutes

Department Auditor
Submitting

5. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in Treasurer's Office effective 5/21/18 for Kasey Foy @ \$16.39/hr; Kristie See @ \$16.39/hr.

Department Human Resources
Submitting

6. CONSIDERATION OF CLAIMS:

I. 5/17/18 Claims

Department Auditor
Submitting

Documents:

CLAIMS 051718.PDF

7. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Agreement Between Story County And Employee Benefit Systems For Health Insurance Partial-Funding Effective 7/1/18-6/30/19

Department Board of Supervisors
Submitting

Documents:

EBS BUSINESS ASSOCIATE AGREEMENT.PDF
EBS TPA SERVICE AGREEMENT.PDF
GROUP IMPLEMENTATION.PDF

II. Consideration Of Utility Permit(S); #18-89; #18-90; #18-91

Department Engineer
Submitting

Documents:

UT 18 089.PDF
UT 18 090.PDF
UT 18 091.PDF

III. Consideration Of Road Closure Resolution(S): #18-034

Department Engineer
Submitting

Documents:

RC 18 34.PDF

8. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

9. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

10. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515)382-7204.

Employee Benefit Systems Third Party Administration Services

ACKNOWLEDGMENT OF BUSINESS ASSOCIATE AGREEMENT & REQUEST TO SHARE PROTECTED HEALTH INFORMATION

County of Story Iowa ("Employer") sponsors a group health plan (the "Plan") and contracts with Two Rivers Insurance Company, Inc. d/b/a Employee Benefit Services ("EBS") to provide administrative services to the Plan. EBS and Employer, on behalf of the Plan, have executed a Business Associate Agreement as required by the Health Insurance Portability & Accountability Act of 1996 ("HIPAA") to allow the Plan to share protected health information with EBS for administrative services. The Business Associate Agreement requires EBS to comply with HIPAA's requirements relating to protected health information and prohibits EBS from sharing the Plan's protected health information unless allowed by HIPAA.

Employer also contracts with Benefit Source, Inc and his/her direct staff ("Agent") to provide Employer and the Plan with additional services. Agent is not acting as a subcontractor or agent of EBS. Employer, on behalf of the Plan, has requested EBS provide protected health information to Agent in connection with the services provided by Agent to the Employer and the Plan. EBS is agreeable to providing the protected health information to Agent provided it is assured the HIPAA requirements have been satisfied.

Employer represents and warrants to EBS the following:

1. Employer, on behalf of the Plan, has executed a Business Associate Agreement with Agent in compliance with HIPAA.
2. EBS is authorized to provide protected health information that Agent requests directly to Agent as a Business Associate of the Plan.
3. Employer will immediately notify EBS in the event the Business Associate Agreement between the Plan and Agent is terminated.
4. EBS shall not be responsible for any costs, expenses or damages incurred by Employer or the Plan as the result of EBS providing protected health information to Agent at the request of Employer or Agent.

Employer acknowledges EBS is relying solely on the representations of Employer outlined above in providing protected health information to Agent. The above terms are agreed to and acknowledged by the undersigned as the authorized representative of Employer:


 Signature _____ Date 5/15/18
 Printed Name/Title Martin Chitty, Board of Supervisors V.C.

**EMPLOYEE BENEFIT SYSTEMS
THIRD PARTY ADMINISTRATION SERVICE AGREEMENT**

THIS AGREEMENT, effective July 1, 2018 (the "Effective Date"), is made by and between County of Story ("Group Health Plan"), an Iowa entity, and Two Rivers Insurance Company, Inc., d/b/a Employee Benefit Systems, an Iowa corporation ("Administrator").

WHEREAS, Client desires to retain Administrator to provide certain administrative services on behalf of the Client on the terms and conditions contained in this Agreement; and

WHEREAS, Administrator agrees to provide certain administrative services on behalf of Client on the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of these promises and the mutual promises set forth in this Agreement, the parties hereby agree as follows:

1. SERVICES AND FEES OF ADMINISTRATOR.

Client appoints Administrator as its agent to provide administrative services, subject to the terms and conditions of this Agreement. Administrator shall have only such authority as granted expressly by this Agreement. Administrator shall not have authority to make any agreement binding upon Client.

In consideration of the fees outlined in the Verification of Purchase (VOP), Addendum A, Administrator agrees to provide claims payment, administrative and enrollment services for Client. These services shall include but not be limited to: the processing and payment, or denial of claims; monthly and yearly reporting of financial and quality indicators and claims data; filing 1099-Med forms to the IRS and providing copies to the provider; and other services as agreed to by the parties from time to time necessary or desirable to administer Client's benefit plan (collective, the "Services").

All Services will be performed with the care, skill, diligence, and impartiality normally expected of a third-party administrator in the insurance industry. Client shall indemnify and hold Administrator harmless for any liability relating to prior reimbursement requests and/or prior administrator.

2. COMPLIANCE WITH LAWS.

Both parties agree that they will comply with all applicable laws, statutes, rules, and regulations. In compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA) privacy and security regulations, Administrator shall execute and comply with the Business Associate Agreement attached hereto and incorporated herein by this reference as Addendum B.

3. BOND.

Administrator shall maintain a fidelity bond to reimburse Client in the event of a loss caused by fraud or certain types of misconduct by any employee of Administrator. The bond shall be in an amount that will comply with the Employee Retirement Income Security Act of 1974 (ERISA) guidelines for the relevant plan size.

4. INSURANCE.

Administrator shall obtain and maintain such insurance as is necessary or appropriate to insure its ability to comply with all applicable laws and regulations, including but not limited to E&O insurance.



5. INDEPENDENT CONTRACTOR.

The relationship between Client and Administrator is intended to be that of an independent contractor. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency or employment relationship of any kind between Client, or any employee or agent of Client, and Administrator.

6. STATUS OF ADMINISTRATOR.

Administrator hereby represents and warrants that neither Administrator nor, to the best of its knowledge, its employees or subcontractors have been charged with a criminal offense that would interfere with Administrator's ability to provide Services.

7. LICENSES.

Administrator represents and warrants that it (a) possesses the necessary licenses from regulatory authorities to perform its duties under this Agreement and (b) is a corporation duly organized and existing and in good standing under the laws of the State of Iowa.

8. RECORDS.

All records in Administrator's possession shall be kept by Administrator for a period of eight (8) years plus one (1) day in accordance with Administrator's policy and procedure.

9. CONFIDENTIALITY.

Each party acknowledges that it will have access to information that is confidential and proprietary. Each party shall keep all confidential information as strictly confidential and will not use such information except as required in the performance of the administrative services, or as required by law. This Section 9 is in addition to any privacy or confidentiality rules imposed by law, including but not limited to, HIPAA.

The duties of the parties under this Section 9 shall survive termination of this Agreement.

10. COMPENSATION.

Client shall pay Administrator an administrative fee, as described in Addendum A to this Agreement, as compensation for performance under this Agreement. Such fee shall be in full satisfaction of all services performed pursuant to this Agreement. Administrator will bill Client monthly for the administration fee. Payment terms for administrative fees are due the first of the month for which service is provided. Participants of Client's plan who are on leave of absence, early retirement and/or COBRA extensions will be counted as employees for purposes of calculating the fee on Addendum A. Administrator may unilaterally change the fees outlined in Addendum A with 60 days prior notice to Client. Administrator may only increase fees once in a 12-month period.

All explanation of benefit (EOB) forms, and computerized checks used by Administrator will be provided at Administrator's expense. Booklet printing charges are not contemplated under this agreement and will be separately contracted for as necessary. Enrollment information can be provided in an electronic pdf format upon request. Printed material will be quoted at an additional cost.

11. PAYMENT OF PREMIUM: INTEREST ON LATE PAYMENTS.

Amounts billed for all EBS Services or Consolidated Billing Services must be received in full as billed by the 1st of the month in which it is due. The client agrees to pay to EBS, in EBS's office the full billed invoice amount when due. Such payment may be made by wire transfer, check, automatic funds withdrawal, or electronic means. If Client elects automatic funds withdrawal, it shall execute the necessary authorization.

If the Client fails to make payments in full when due, the invoice shall include an interest charge on the current invoice from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire premium amount due regardless of any partial payments. The acceptance by EBS of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Client fails to make payments when due for two or more consecutive months, EBS may impose additional late fees of up to eighteen percent (18%) per annum.

If Client elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal shall change periodically to correspond with the applicable premium and fees. Client's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Client calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Client calls its bank to stop payment, Client may be required to provide a written request within fourteen (14) days after the call. Client will be responsible for any fee assessed by its bank for stop-payment orders made by Client.

If Client pays more than the full billed monthly invoice amount, EBS will give the appropriate credit to the following months invoice. EBS will not issue refund checks for invoice overpayment.

12. FINANCIAL REQUIREMENTS.

Client shall provide administrator access to a checking account to be used by Administrator for payment of Client's claims, premiums and monthly administration fees, and other expenses under this Agreement. Client will be responsible for any fees or service charges relating to this account. The funding of the checking account will be the responsibility of the Client. Administrator will not pre-fund any claim payments, premiums, or costs and neither Administrator nor its employees or officers shall be liable for any such amounts. Administrator will not be liable for any claims resulting from a group's termination due to lack of adequate funding by Client to Administrator.

13. CLIENT RESPONSIBILITIES.

Specific responsibilities of Client and Administrator are set forth on Addendum C. In addition, Client, as the plan sponsor, shall serve as the named fiduciary and Plan Administrator for purposes of ERISA, if applicable.

Client shall notify Administrator in writing of eligibility of new members and those persons that are no longer eligible for benefits. Until Client notifies Administrator of termination or loss of benefit coverage, Client will be responsible for any claim or other benefit paid.

Client hereby authorizes Administrator to draw checks, drafts or other instruments for the payment and/or processing of benefits in accordance with the terms and conditions of this Agreement against any account maintained and designated by Client for this purpose. Client is solely responsible for funding the plans and for ensuring there is sufficient funds to pay claims and expenses.

In the event of delayed filing of subrogation or similar claims by any person or entity, including by any Government agency, Client will retain responsibility for all benefits payable under the health care plan in effect at the time the loss is incurred. Administrator shall handle any such matters in a timely manner. If Client has retained another Administrator when such an event happens, Administrator shall provide any information it may have related to the subrogation matter as soon as possible.

14. CLAIMS APPEALS.

Administrator shall refer to Client or Client's designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by the Administrator. Administrator shall similarly refer to Client or Client's designee any class of claims the Client may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

15. TERM & TERMINATION.

- a. **Term.** The initial term of this Agreement shall be for one (1) year from the Effective Date. This Agreement shall renew automatically each year unless a party gives written notice of termination to the other party with a minimum of (30) days prior to the end of any term. Penalty fee for less than 30 day notice listed in Addendum A.
- b. **Termination.** This Agreement shall terminate:
 - i. By the procedure stated in subparagraph (a) above;
 - ii. By mutual agreement of the parties;
 - iii. By either party, if, after giving written notice of any material breach, the breaching party fails to correct such breach within 30 days of receipt of such written notice.
- c. **Post Termination Duties.** Except as otherwise stated in this Agreement, the parties shall have no duties upon termination of this Agreement except to settle their accounts, including payment of any indebtedness, and to carry out any residual obligations which arose while this agreement was in force. The duties of Section 9 shall survive the termination of this Agreement.
- d. **Termination Reporting.** If Client has retained another administrator, when such an event happens, Administrator shall provide accumulator data to the new administrator. The accumulator data will be provided one (1) time within 30 days of termination. If Administrator is to process Run-Out Claims, the accumulator data will be provided one (1) time after the Claims Run-Out agreement expires. Should the Client need additional reporting, reports may be generated at the special programming request priced in the fee schedule (Addendum A).
- e. **Post Termination Run-Out.** Administrator shall offer to process any run-out claims for a period of three (3) months, for a fee equal to the then current cost per employee per month (PEPM cost) multiplied by the number of participants on the date of termination. The agreed upon fee, based upon the number of months of run-out, must be paid in full before any run-out claims will be processed.

16. INDEMNIFICATION AND HOLD HARMLESS/LIMITATION OF LIABILITY.

- a. Client shall indemnify and hold Administrator harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Client in connection with this Agreement, including the Services provided, or not provided, under this

Agreement. In addition, Client shall indemnify and hold Administrator harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which Client is liable. Client shall also have the indemnification obligation described in Section 1.

- b. Administrator shall indemnify and hold Client harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Administrator in connection with this Agreement, including the Services provided, or not provided, under this Agreement.
- c. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ADMINISTRATOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES EMPLOYEE BENEFIT SYSTEMS PROVIDES OR ARRANGEMENTS TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OF SPECIAL DAMAGES, LOSS OF DATA OR LOSS PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. GENERAL PROVISIONS.

- a. **Entire Contract; Amendment.** This agreement and any addendums or exhibits contain the entire agreement between the parties with respect to the subject matter herein and may be amended only by a writing signed by both parties. This Agreement supersedes any and all previous contracts, stipulations and agreements, written or oral, between the parties with respect to the subject matter herein.
- b. **Applicable Law.** This Agreement shall be deemed to be an Iowa contract, and shall be construed and governed by the laws of such state.
- c. **No Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other, provided however that Administrator may assign the Agreement to a related entity or to any successor in a corporate reorganization or restructuring, without consent. Client acknowledges that Administrator may assign, subcontract, or otherwise delegate any of its duties or obligations, provided that such assignment, subcontractor or delegation shall not relieve Administrator of its obligations under this Agreement.
- d. **Waiver.** Failure to enforce any provision of this Agreement does not alter or waive the provision or affect the future enforceability of the provision.
- e. **Severability.** If any term or provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.
- f. **No Third Party Beneficiaries.** This Agreement shall not confer any rights, remedies, claims or obligations on any third party.

④ *Mindy - VC*

Employer Signature

Board of Supervisors, V.C. 5/15/18

Title

Date

EBS Signature

Title

Date

**ADDENDUM (A)
FEE SCHEDULE EFFECTIVE JULY 1, 2018
VERIFICATION OF PURCHASE
COUNTY OF STORY**

-SEE ADDENDUM (A) ATTACHED TO GROUP RENEWAL PAPERWORK

ADDENDUM (B)
BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is effective upon execution by and between Two Rivers Insurance Company, Inc. d/b/a Employee Benefit Systems ("Business Associate") and County of Story ("Covered Entity").

Covered Entity and Business Associate mutually agree to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement shall supersede any prior business associate agreement.

1. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION.

(a) Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or received on Covered Entity's behalf or receives from Covered Entity (or another business associate of Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") as follows:

- (i) *Functions and Activities on Covered Entity's Behalf.* Except as otherwise limited in this Agreement, to perform functions, activities, or services for, or on behalf of Covered Entity as such services may be specified in any underlying agreement(s), provided that such use or disclosure would not violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" (the "Privacy Rule") or 45 C.F.R. Part 164, Subpart C "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") if done by Covered Entity.
- (ii) *Business Associate's Operations.* For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:
 - (a) The disclosure is Required by Law; or
 - (b) Business Associate obtains reasonable assurance in writing from any person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will:
 - (1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose of which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law; and
 - (2) Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Section 4(a)) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was Breached.
- (iii) *Minimum Necessary.* Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a), make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit the use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the American Recovery and Reinvestment Act and government guidance on the definition.

- (b) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by the Privacy Rule, this Agreement, in writing by Covered Entity, or as required by law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule or the Security Rule if done by Covered Entity, except as set forth in Section 1(a)(ii).
- (c) Information Safeguards.
- (i) *Privacy of Covered Entity's Protected Health Information.* Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- (ii) *Security of Covered Entity's Electronic Protected Health Information.* Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C. Business Associate shall comply with all applicable provisions of the Security Rule, 45 C.F.R. Part 164, Subpart C.
- (d) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to compliance with the applicable requirements of 45 C.F.R. Parts 160, 162 and 164. Such agreement between Business Associate and the subcontractor or agent must be made in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §§ 164.504(e) and 164.314.
- (e) Prohibition on Certain Activities. Business Associate shall not: (i) sell Protected Health Information (within the meaning of 45 C.F.R. § 164.508); (ii) use or disclose Protected Health Information for fundraising purposes (within the meaning of 45 C.F.R. § 164.514); (iii) use or disclose Protected Health Information for research (within the meaning of 45 C.F.R. § 164.512); (iv) use genetic information for underwriting purposes (within the meaning of 45 C.F.R. § 164.514); or (v) use or disclose Protected Health Information for marketing purposes (within the meaning of 45 C.F.R. § 164.508). Business Associate shall not de-identify Covered Entity's Protected Health Information except if required to perform activities on behalf of Covered Entity, as specified in Section 1(a)(i) of this Agreement.

2. COMPLIANCE WITH TRANSACTION STANDARDS.

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162 and any related operating rules. Business Associate shall comply with the National Provider Identified requirements, if and to the extent applicable. Business Associate shall provide to Covered Entity any documentation or compliance with the Transaction Rule with Covered Entity may reasonably need, if any, pursuant to section 1104(b) of

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the Patient Protection and Affordable Care Act, as amended. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Covered Entity that:

- (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (b) Adds any data element or segment to the maximum defined data set;
- (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- (d) Changes the meaning or intent of the Standard Transaction's implementation specification.

3. **INDIVIDUAL RIGHTS.**

- (a) **Access.** Business Associate will, within 30 calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. §164.524. Effective as of September 23, 2013 and thereafter, if the Protected Health Information is held electronically in a designated record set, then the individual shall have a right to obtain from Business Associate a copy of such information in the electronic form and format requested by the individual, if it is readily producible in such form and format. If it is not so readily producible, Business Associate will provide it in a readable electronic form and format as reasonably requested by Covered Entity or, if Business Associate is dealing directly with the individual, the individual. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Covered Entity. In addition, if the individual's request for access directs that the Protected Health Information be transmitted directly to another person designated by the individual, Business Associate must provide the copy to the person designated by the individual, provided the individual's request: (i) is in writing; (ii) is signed by the individual; and (iii) clearly identifies the designated person and where to send the copy of Protected Health Information. If Business Associate provides such a copy to that designated person, Business Associate will promptly notify Covered Entity of this fact.
- (b) **Amendment.** Business Associate will, within 60 calendar days following notice from Covered Entity, amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. §164.526.
- (c) **Disclosure Accounting.** So that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. §164.528:
 - (i) ***Disclosures Subject to Accounting.*** Business Associate will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Covered Entity or to a third party.
 - (ii) ***Disclosures Not Subject to Accounting.*** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

- (iii) *Disclosure Information.* With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- (a) *Disclosure Information Generally.* Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(iii)(b) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of disclosure.
 - (b) *Disclosure Information for Multiple Disclosures.* For multiple disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(a) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(a) above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.
 - (iv) *Availability of Disclosure Information.* Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Covered Entity within 60 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- (d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. §164.522(a), or (ii) requires confidential communications about Covered Entity's Protected Health Information pursuant to 45 C.F.R. §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

4. BREACHES AND SECURITY INCIDENTS.

(a) Reporting.

- (i) *Privacy or Security Breach.* Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement or in writing by Covered Entity, along with any Breach as defined by the Privacy Rule (or possible Breach) of Covered Entity's Unsecured Protected Health Information. In connection with this report to Covered Entity, Business Associate will prepare a written risk assessment for each Breach or possible Breach and shall provide a copy of such risk assessment to Covered Entity. Business Associate will make the report to Covered Entity's Privacy Official not more than 30 calendar days after Business

Associate learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. §164-412, Business Associate may delay notifying Covered Entity as outlined in such regulation. Business Associate's report will at least:

- (a) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - (b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual-by-individual basis;
 - (c) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
 - (e) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - (f) Provide such other information, including a written report, as Covered Entity may reasonably request.
- (ii) *Security Incidents.* Upon the written request of Covered Entity, Business Associate will report to Covered Entity within 30 calendar days any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.
- (b) **Termination of Agreement.**
- (i) *Termination Resulting from the End of Relationship, Functions or Services.* This Agreement shall terminate in the event that the underlying relationship, functions, or services that give rise to the necessity of a Business Associate Agreement terminate for any reason.
 - (ii) *Right to Terminate for Breach.* Covered Entity may terminate Agreement in the event Business Associate materially breaches this Agreement and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 calendar days after receipt of the notice.
 - (iii) *Obligations on Termination.*
 - (a) Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Covered Entity's Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Covered Entity) or destroy all of Covered Entity's Protected Health Information

in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of Agreement.

- (b) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents, as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Covered Entity's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of Agreement.
- (c) **Continuing Privacy and Security Obligations.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. **GENERAL PROVISIONS.**

- (a) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- (b) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Covered Entity's Protected Health Information encompasses Covered Entity's Electronic Protected Health Information.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Covered Entity's Protected Health Information or Standard Transactions this Agreement will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.
- (d) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Delegation to Business Associate.** To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- (f) **No Agency Relationship.** Both parties agree that Business Associate is not, and shall not be deemed to be, an agent of Covered Entity.

**ADDENDUM (C)
RESPONSIBILITY AGREEMENT**

Responsibility of County of Story ("Group Health Plan")

1. Group Setup and Renewal Information

- a. Client is responsible for completing, signing, and returning the setup or renewal forms and re-enrollment forms by the designated deadline.
- b. Client is responsible for adopting and amending a plan document as necessary to ensure ongoing compliance with applicable law.

2. Adds, Changes or Terminations

- a. Notices of additions, changes or terminations of members should be sent to the EBS Billing and Enrollment Specialist in a timely manner.
- b. Prior to notifying EBS of a change, Client is responsible for verifying eligibility and qualifying life event documentation i.e. divorce decree, marriage certificate, notarized affidavit of common law marriage, qualified medical child support order, letter from entity describing gain/loss of coverage, indicating name(s) and effective dates of status change, etc.
- c. The maximum adjustment for late notification of additions, changes, or terminations is 60 days from date of receipt by EBS. (Ex: Employee terminates coverage December 1st. EBS is notified April 10th, credit will be given for 60 days prior to April 10th.)
- d. EBS is not responsible for claims paid if EBS was not timely notified of a change or termination.

3. Report Verification

- a. Client is responsible for reviewing the EBS Monthly Reports, if applicable, and the Monthly Billing Statement, against Client's payroll and other records for accuracy and shall timely notify EBS in writing of any errors or inaccuracies.

4. Payroll Reporting for Flex Spending Accounts (if applicable)

- a. Client shall provide the payroll contributions information to EBS in a timely manner.

5. Claim Funding & Premium Determinations (if applicable)

- a. The preferred method of funding the claims account is by Automated Clearing House (ACH).
- b. **If another method is used to fund processed claims, EBS will not hold claims longer than four business days.**
- c. **EBS is not responsible for any overdraft fees or bank charges due to non-funded accounts.**
- d. It is Client's sole responsibility to determine the level of funding for any self-insured plans, including the amount of any partial self funding.
- e. It is Client's sole responsibility to determine and communicate to EBS the applicable COBRA premium for any group health plan sponsored by Client for which EBS provides COBRA administration services.

6. IRS Reporting (if applicable)

- a. Client is responsible to file Annual Reports and other required filings. This includes but not limited to:
 - 5500
 - 509A
 - PCORI
 - 1094-1095C

- GASB

7. Fees on Self Insured Health Plans (if applicable)

- a. If Client has a self insured health plan, Client is responsible for the payment of any fees assessed (i.e. Patient Centered Outcome Research Institute ("PCORI" fee) in accordance with any new or revised federal and/or state regulations.

8. Notifications.

- a. Client is solely responsible for notifying EBS of COBRA qualifying events and mid-year election changes.
- b. Client is responsible for distributing to participants all required notices and documents, including summary plan descriptions, summary of benefits and coverage, summary annual reports, COBRA general notice, and privacy notices.

9. Appeals.

- a. Client is solely responsible for responding to and deciding appeals made by participants or beneficiaries pursuant to self-funded benefit plans.

Responsibility of Employee Benefit Systems ("Administrator")

1. Adds, Changes or Terminations

- a. Administrator will process additions, changes, or terminations within one week after receipt of notification in writing from Client.

2. Claim Processing (if applicable)

- a. Claims will be paid in a timely manner consistent with normal business practices.
- b. Administrator will contact the Client if additional funds are needed to release processed claims. Administrator will not hold claims longer than four business days.

3. Reports

- a. Administrator will generate and send by email a monthly billing statement to Client. If Administrator bills Client for payroll contributions and additional funding has been collected throughout the year, an adjustment to the monthly billing will be made on the twelfth -12th month bill of the plan year.
- b. Check registers will be sent by email to the Client if applicable.
- c. Monthly Reports and Financials will be sent by email to the Client if applicable.
- d. Annual non-discrimination testing upon receipt of required information provided by Client (only applicable for flexible spending plans).

4. ID Cards (if applicable)

- a. Administrator will create and send out ID cards for the members of Client's plan.

②

Monthly - VC
Employer Signature

Board of Supervisors V.C. Title
5/15/18 Date

EBS Signature Title Date





Employee Benefit Systems Third Party Administration Services

Group Implementation Information

Client Name: County of Story Iowa Effective Date: 07/01/2018 - 6/30/2019
 Renewal Date: 7/1/2019

Client Information

Client: County of Story Tax ID: 42-6005024
 Address: 900 6th St. City, State, ZIP: Nevada, IA 50201
 Telephone: 515-382-7204 Fax: _____
 Contact: Alissa Wignall Title: Director of Internal Operations and Human Resources
 Email: AWignall@storycountyiowa.gov
 NAME and TITLE of person that manages HIPAA/PHI Alissa Wignall
 Agency: Benefit Source, Inc Address: 4000 Westown Pkwy, Ste 110, WDM IA 50266
 Agent: Debbie Dean Telephone: 515-453-9462 ext 14
 Email: debbie@benefitssourceinc.com

Plan Eligibility Information

When does a new employee become eligible for the plan? (ex. First of the month following date of hire)

MEDICAL: 1st of month following 30 days

When does an employee terminate from the plan? at month end

How many hours does an employee need to work in a week to be eligible?

MEDICAL: 30 hours

For covered spouse, which of the following are covered:

MEDICAL: Legally married Common law Domestic partners

For covered dependent children, which of the following are covered?

MEDICAL: Natural Adopted Step Foster Grandchildren Court appointed legal guardian
 Legal dependents of domestic partner

What is the Plan Number used for ERISA Form 5500 purposes (e.g., 501, 502, etc.) if applicable NON-ERISA Plan

MEDICAL: _____





Employee Benefit Systems Third Party Administration Services

Partial Self-Funded Plan Set-Up

Client Name: County of Story

Plan Year: 07/01/2018 - 6/30/2019

PSF Plan Information

PRIMARY PLAN (PURCHASED PLAN)

Carrier: Aetna Group Plan Number: 450410-12-001-201; 450410-12-101-201

Is this a Grandfathered Plan? Yes No 4th Quarter Carryover? Yes No

Does the family plan pay after one person in the family meets the single deductible or does the total family deductible have to be met?
 1 person Total family

Do the in-network and non-network deductibles apply toward each other? Yes No

	In-Network		Non-Network	
	Single	Family	Single	Family
Deductible	\$6,500	\$13,000	\$7,000	\$14,000
Out-of-Pocket Maximum (OPM)	\$7,350	\$14,700	\$15,000	\$30,000
Co-insurance	80/20		50/50	

Deductible included in OPM Yes No Yes No

OV Co-pay \$15 ER Co-pay \$150 Drug deductible \$0 Drug co-pay \$10/20/40

Additional details/comments: UC copay \$40; Mail Order drugs \$20/40/80

REIMBURSEMENT PLAN (EMPLOYEE PLAN)

Plan: 1

Does the family plan pay after one person in the family meets the single deductible or does the total family deductible have to be met?
 1 person Total family

Do the in-network and non-network deductibles apply toward each other? Yes No

	In-Network		Non-Network	
	Single	Family	Single	Family
Deductible	\$500	\$1000	\$1000	\$2000
Out-of-Pocket Maximum (OPM)	\$1000	\$2000	\$2000	\$4000
Co-insurance	80/20		50/50	

Deductible included in OPM Yes No Yes No

OV Co-pay* \$15 ER Co-pay* \$150 Drug deductible* \$0 Drug co-pay* \$10/20/40

*Please select which co-pays apply to the PSF OPM: OV ER Rx Rx deductible

Additional details/comments: Group is requesting PSF ID Cards

Maximum dollar exposure to the employer per member/family In-network \$6,350/12,700 Non-network \$13,000/26,000

PSF Funding, if applicable

Single \$235.74 EE/CH \$628.01 EE/SP \$628.01 Family \$628.01





Employee Benefit Systems Third Party Administration Services

Partial Self-Funded Plan Set-Up Information

Client Name: County of Story Plan Year: 7/01/2018 - 6/30/2019

Please complete the information below, if applicable:

Is the group currently partial self-funding? Yes No

If Yes, please list original effective date: July 1, 2018

Who is the legal person who should be served upon? (Title Director of Internal Operations and Human Resources)
Will EBS receive an accumulator report (deductible and OPM)? Yes Deductible

Are dependents covered under the Federal Law to age 26? Yes No

Are dependents covered under the State Law after age 26 as long as the dependent is a Full time Student? Yes No

Are there any disabled dependents on the group census? Yes No



Partial Self-Funded Plan Set-Up

Client Name: County of Story IOWAPlan Year: 07/01/2018 - 6/30/2019

PSF Plan Information

PRIMARY PLAN (PURCHASED PLAN)

Carrier: Aetna Group Plan Number: 450410-12-001-201; 450410-12-101-201Is this a Grandfathered Plan? Yes No 4th Quarter Carryover? Yes NoDoes the family plan pay after one person in the family meets the single deductible or does the total family deductible have to be met?
 1 person Total familyDo the in-network and non-network deductibles apply toward each other? Yes No

	In-Network		Non-Network				
	Single	Family	Single	Family			
Deductible	\$6,500	\$13,000	\$7,000	\$14,000			
Out-of-Pocket Maximum (OPM)	\$7,350	\$14,700	\$15,000	\$30,000			
Co-insurance	80/20		50/50				
Deductible included in OPM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
OV Co-pay	\$15	ER Co-pay	\$150	Drug deductible	\$0	Drug co-pay	\$10/20/40

Additional details/comments: UC copay \$40; Mail Order drugs \$20/40/80

REIMBURSEMENT PLAN (EMPLOYEE PLAN)

Plan: 2Does the family plan pay after one person in the family meets the single deductible or does the total family deductible have to be met?
 1 person Total familyDo the in-network and non-network deductibles apply toward each other? Yes No

	In-Network		Non-Network				
	Single	Family	Single	Family			
Deductible	\$1,000	\$2,000	\$2,000	\$4,000			
Out-of-Pocket Maximum (OPM)	\$2,000	\$4,000	\$4,000	\$8,000			
Co-insurance	80/20		50/50				
Deductible included in OPM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
OV Co-pay*	\$15	ER Co-pay*	\$150	Drug deductible*	\$0	Drug co-pay*	\$10/20/40

*Please select which co-pays apply to the PSF OPM: OV ER Rx Rx deductibleAdditional details/comments: Group is requesting PSF ID CardsMaximum dollar exposure to the employer per member/family In-network \$5,350/10,700 Non-network \$11,000/22,000

PSF Funding, if applicable

Single \$197.83 EE/CH \$524.94 EE/SP \$524.94 Family \$524.94



Employee Benefit Systems Third Party Administration Services

Partial Self-Funded Plan Set-Up Information

Client Name: County of Story Iowa Plan Year: 7/01/2018 - 6/30/2019

Please complete the information below, if applicable:

Is the group currently partial self-funding? _ Yes No

If Yes, please list original effective date: July 1, 2018

Who is the legal person who should be served upon? (Title Director of Internal Operations & Human Resources)
Will EBS receive an accumulator report (deductible and OPM)? Yes - deductible

Are dependents covered under the Federal Law to age 26? Yes No

Are dependents covered under the State Law after age 26 as long as the dependent is a Full time Student? Yes No

Are there any disabled dependents on the group census? Yes No





Employee Benefit Systems Third Party Administration Services

Schedule 'A' / Verification of Purchase

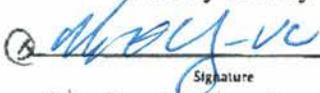
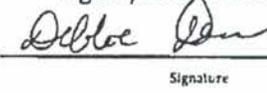
Group Name: County of Story Effective Date: July 1, 2018

By signing below, all parties to this Agreement verify that the group setup or renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by County of Story and EBS shall be compensated accordingly for the plan year beginning July 1, 2018 and ending June 30, 2019.

Administrative Fees	
Service	Fees
Partial Self-Funding Administration	\$6.50 pepm (\$75 minimum)
Plan Amendments	\$200.00 as required
Set-up Fee	\$500.00 one-time fee
Special programming requests (quoted upon request)	\$175.00 per hour

EBS shall be entitled to rely on information furnished by the Client, Agent or Broker regarding Client set up, renewal and implementation. The Client, Agent or Broker will furnish EBS with such other information as EBS may reasonably require in the performance of its duties hereunder. In the case of inaccurate information provided to EBS, EBS will credit monthly bills and reprocess claims retroactive 60 days upon notification. EBS will not be held liable for claims under or over paid prior to that period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

County of Story Iowa	Agent/Broker of Record	EBS
		_____
Signature	Signature	Signature
Martin Chitty, Board of Supervisors	Debbie Dean Sr. Benefit Consultant	_____
Print Name and Title	Print Name and Title	Print Name and Title
5/15/18	5-8-18	_____
Date Signed	Date Signed	Date Signed



STORY COUNTY UTILITY PERMIT

Date 5/11/18

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa to do business within the State of Iowa, with its principal place of business at 102 N. Main Ave., Huxley, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route South St, from 501 South St.--Maxwell to 32568 657th Ave., a distance of 53 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date May 9, 2018

Huxley Communications
Name of Company (Applicant - Permittee)

by Brant Strumpfer 515-597-2281
Phone no.

Recommended for Approval:

Date 5-11-18

Dan 515-382-7355
County Engineer Phone no.

Approved:

Date 5/15/18

Mark McGehee
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



Medium Vault

24 Fiber--696'--Plowed



24 Fiber--60'--Bored

Medium Vault

Flower Pot Vault

24 Fiber--60'--Bored

24 Fiber--540'--Plowed

Medium-Vault

Legend

- 1" Innerduct
- 24 Fiber
- Flower Pot Vault
- Medium Vault

Google Earth

300 ft



STORY COUNTY UTILITY PERMIT

Date 5/11/18

To the Board of Supervisors, Story County, Iowa:

The Interstate Power and Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place, Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Natural Gas on secondary route N Dayton Ave, from 3692 N Dayton Ave to n/a, a distance of n/a miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Excavate existing North/South 4" gas main and abandon above ground natural gas farm tap service in East ROW of Dayton, South of PMI driveway. In same excavation will install 2" tap tee and then bore East into PMI private property with 2" steel gas main (120 psig). Restoration of ROW once complete.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 5-10-18

Interstate Power & Light Company

Name of Company (Applicant - Permittee)

Tom Sath

515-288-3407 (5/18)

by

Phone no.

Recommended for Approval:

Date 5-11-18

Daron Miller

515-382-7355

County Engineer

Phone no.

Approved:

Date 5/15/18

Mark ...

Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



3692 N DAYTON AVE , AMES, IA
PMI



STORY COUNTY UTILITY PERMIT

Permit Number

18-091

Date

5/11/18

To the Board of Supervisors, Story County, Iowa:

The Minerva Valley Telephone Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 104 N Pine St Zearing, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of telephone fiber cable placed in duct on secondary route 130th St, from existing telephone handhole in Marshal County to new handholes placed on SW corner & NW corner of 130th St and 740th Ave (directional bores) then plow cable West to existing pedestal at 73747 130th St. Project drawn on included drawing.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route And that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line.

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 05/10/2018

Minerva Valley Telephone Company
Name of Company (Applicant - Permittee)

Levi Bappe 641-487-7399
By: Levi Bappe Phone no.

Recommended for Approval:

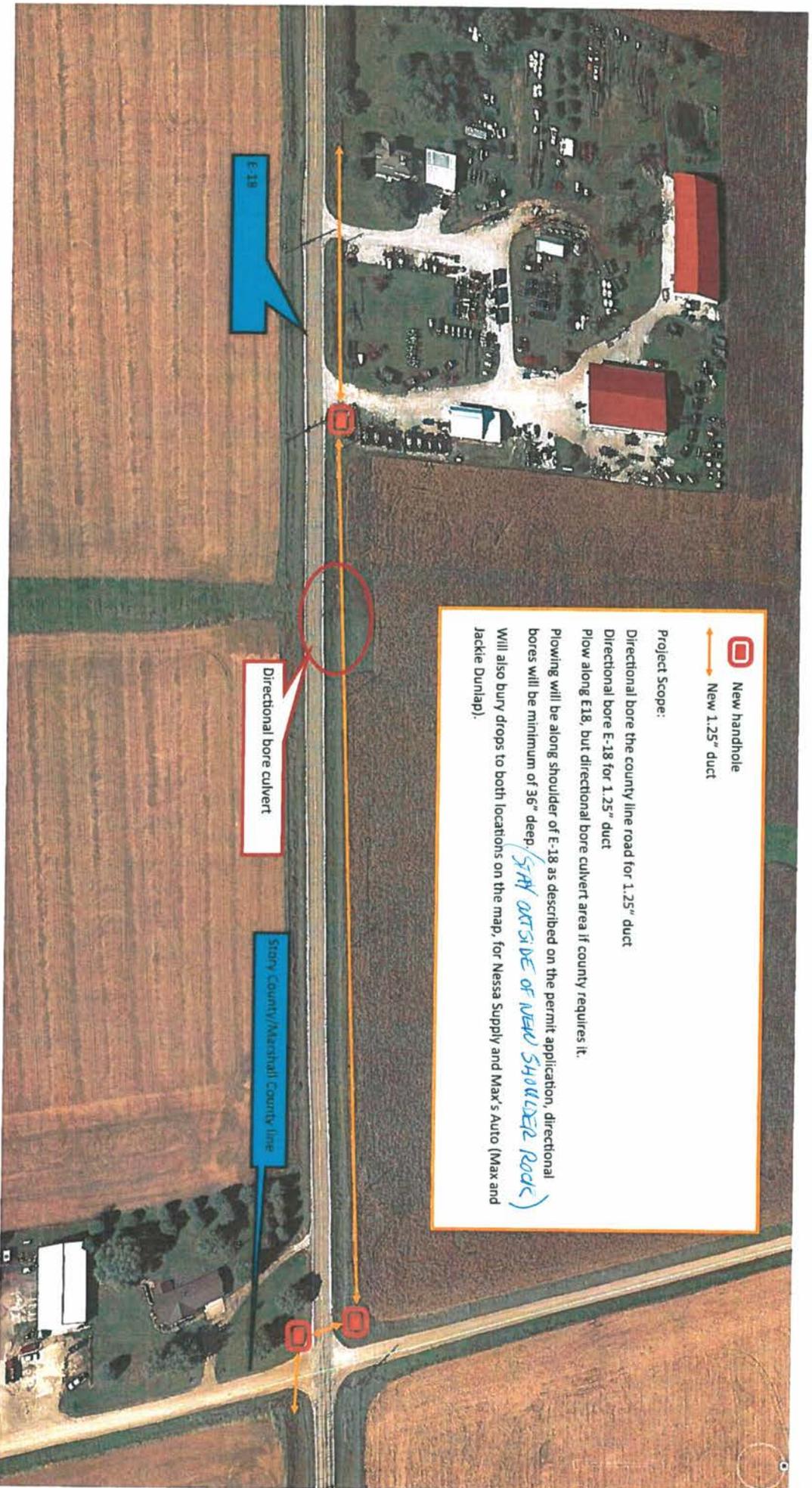
Date 5-11-18

Donna Miller 515-382-7355
Asst. County Engineer Phone no.

Approved:
Date 5/15/18

Michelle York
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



Closure No. 18-34

Date 5/7/2018

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Road Repair in New Albany Twp. Sect. 22/27 on 260th St. from 710th Ave. to 720th Ave.

Motion by: Olson Seconded by: Chitty

Olson	<input checked="" type="checkbox"/> Aye	Sanders	<input type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input type="checkbox"/> Absent		<input checked="" type="checkbox"/> Absent		<input type="checkbox"/> Absent


Story County Board of Supervisors