

Board of Supervisors Cerro Gordo County Courthouse

220 North Washington Avenue
Mason City, IA 50401-3254
https://cerrogordo.gov/supervisors/

Chris Watts Casey M. Callanan Carl M. Ginapp

CERRO GORDO COUNTY BOARD OF SUPERVISORS REGULAR SESSION

MONDAY, APRIL 28, 2025 10:00 A.M. – BOARDROOM

APPROVAL OF AGENDA APPROVAL OF MINUTES

A. April 21, 2025 Regular Session

PUBLIC COMMENT – Agenda Items Only **NEW BUSINESS**

- 1. County Auditor Claims
- 2. County Auditor Payroll
- 3. County Auditor Drainage
- 4. County Auditor Authorize Chair to Sign Certificate of Cost Allocation Plan
- 5. County Auditor Resolution to Approve Auditor's Transfer of Fees
- 6. County Auditor Motion to Approve USDA FY26 Swaledale Sanitary Sewer Budget & Authorize Chair to Sign
- 7. County Auditor Motion to Approve USDA FY26 Meservey Sanitary Sewer Budget & Authorize Chair to Sign
- 8. Consider Amended Resolution 2025-05A Updating Official Depositories
- 9. Human Resources Authorize Chief Administrative Officer to execute all required benefit documents for plan year FYE26
 - a. ScriptSourcing LLC Business Associate Agreement
 - b. Services Agreement with ScriptSourcing LLC
 - c. Wellmark binder agreement for Medical Plan
 - d. Wellmark Confirmation of MSP Addendum
 - e. Wellmark rates and fees agreement for Traditional health insurance plan
 - f. Wellmark rates and fees for HDHP health insurance plan
 - g. Wellmark binder agreement for Group Plan F
 - h. Delta Dental Renewal
 - i. All electronic signature documents from Wellmark as part of renewal for FYE26
- 10:05 a.m. Public Hearing on Proposed Ordinance 38B An Ordinance Repealing Ordinance 38A Influenza Preparedness and Response Ordinance
 - a. Motion to Adopt Ordinance 38B

Next Resolution 2025-34
Posted: 04/25/25 at 10:00 a.m.
All times listed on the agenda, except the starting time, are tentative.

Cerro Gordo 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 (641) 421-3075. If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942.

- b. Consider Waiving Second and Third Considerations
- 11. Dock Permits -
- 12. County Engineer -
- 13. County Engineer Consider Iowa DOT 5-Year Construction Plan & Authorize Chair to Sign
- 14. County Engineer Consider Iowa DOT Secondary Roads FY26 Budget & Authorize Chair to Sign
- 15. County Engineer Discuss Radio Tower
- 16. North Iowa Corridor Housing Update

CORRESPONDENCE & COMMUNICATION ANNOUNCEMENTS ADJOURNMENT

Next Resolution 2025-34
Posted: 04/25/25 at 10:00 a.m.
All times listed on the agenda, except the starting time, are tentative.



March 5, 2025

The Board of Supervisors Cerro Gordo County Courthouse 220 N Washington Mason City, Iowa 50401

RE: Completed FY 2024 Cost Allocation Plan

Dear Board Members:

We have completed the **Cerro Gordo County** cost allocation plan based on actual expenditures for the year ended June 30, 2024. One bound copy of the plan is enclosed for your files. Additional copies of the plan are being provided to the County Auditor. Also enclosed herein is a standard federal Certification Statement that is required where reimbursement is claimed from federal grant programs. The statement says that to the best of the County's knowledge, the cost allocation plan is correct and was prepared in accordance with the federal cost principles contained in 2 CFR Part 200. Please have the Board Chairperson sign the statement, retain a copy on file and return the original to me. A copy of the plan will also be placed on file at the central office of the lowa Department of Health and Human Services (DHHS).

The FY 2024 cost allocation plan will result in the following indirect cost recoveries during FY 2026:

DHHS Local Administrative Expenses

This category relates to the indirect costs that the county incurs for the local DHHS office. These indirect costs include expense items such as audit fees, liability and property insurance, building space costs, accounting services and legal services. The total indirect costs to be claimed on quarterly Local Administrative Expense (LAE) reports for FY 2026 is \$294,410. This amount includes the required carry-forward adjustment to reconcile actual and projected costs for FY 2024 and is shown on Exhibit B near the beginning of the cost allocation plan. We estimate that about 33 percent of the total claims for the year will be reimbursed to the County from federal funds. Accordingly,

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2024, to establish cost allocations or billings for use in FY 2026, are allowable in accordance with the requirements of 2 CFR 200 "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit:	Cerro Gordo County
Signature:	
Printed Name of Official:	
Title:	
Date of Execution:	

RESOLUTION 2025-

WHEREAS, it is desired to transfer monies from the Rural Services Fund to the Secondary Roads Fund; and,

WHEREAS, said operating transfers are in accordance with Section 331.432, Code of Iowa; and,

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cerro Gordo County, Iowa, as follows:

The sum of One million three hundred thousand and 00/100 (\$1,300,000.00) dollars is ordered to be transferred from the Rural Services Fund to the Secondary Roads Fund, effective April 28, 2025. (Transfer #1437)

The Auditor is directed to correct his books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was approved by the Board of Supervisors of Cerro Gordo County, lowa on the 28th day of April, 2025. The vote thereon being as follows:

AYES: Callanan, Ginapp, Watts NAYS: None ABSENT: None
Chris Watts, Chairman Board of Supervisors
ATTEST:
Bob Peshak

Deputy Auditor

Iowa Official Form No. 1907 — No. C-13

\$ 1,300,000	AUDITOR'S OFFICE OF	Cerro Gordo COUNTY, IOWA
		Date (Upril 28, 2025
To the Treasurer of	(erro jordo coun	County, Iowa:
YOU ARE HEREE	YOU ARE HEREBY AUTHORIZED TO TRANSFER	
One million	One million three hundred thousand	DOLLARS
From Aural	Rwal Services 011-0	011-0306-999-8120 Fund
U J	Secondary Roads 020-	020-9020-201-0300 Type 4 Fund
Out of any of said Func	Out of any of said Fund in the County Treasury not otherwise appropriated	propriated
BY ORDER OF THE	BY ORDER OF THE BOARD OF SUPERVISORS	July W. W.
(Date)	(e) SESSION	County Auditor
No. 1437		Deputy County Auditor

UNITED STATES DEPARTMENT OF AGRICULTURE

STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name

Swaledale Sanitary Sewer

Address 220 N Washington Ave Mason City, Iowa 50401

		ANNUAL BUDGET	CURRENT YEAR		
		BEG 07-01-2025			A atual VTD
(1)	PRIOR YEAR		Actua	l Data	(Over) Under Budget
OPERATING INCOME	<u>Actual</u>	END 06-30-2026	Current Quarter	Year To Date	Col. $3 - 5 = 6$
	(2)	(3)	(4)	(5)	(6)
1. Users Fees		34,000			34,000
2					0
3					0
4					0
5. Miscellaneous					0
6. Less: Allowances and					
Deductions					0
7. Total Operating Income		24 000	0	0	34 000
(Add lines 1 through 6)	0	34,000	U	0	34,000
OPERATING EXPENSES					
8. Phone		1,550			1,550
9. City Personnel		11,000			11,000
10. Utilities		1,200			1,200
11. Misc Repairs		3,000			3,000
12. Water testing		500			500
13. Supplies		1,000			1,000
14. Permits		210			210
15. Interest		5,946			5,946
Depreciation		7,000			7,000
17. Total Operating Expense					
(Add Lines 8 through 16)	0	31,406	0	0	31,406
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	2,594	0	0	2,594
NONOPERATING INCOME					
19. Interest		40			40
20					0
21. Total Nonoperating Income (Add 19 and 20)	0	40	0	0	40
22. NET INCOME (LOSS)		0.634			2 624
(Add lines 18 and 21) 23. Equity Beginning of Period	0	2,634	0	0	2,634
					0
24 25					
26. Equity End of Period		0.624		. 0	2 (2)
(Add lines 22 through 25)	0	2,634	0		2,634
Budget and Annual Report Ap	oproved by Governing	g Body	Quarterly Reports C	Certified Correct	
	Secretary	Date	A	ppropriate Official	Date

PROJECTED CASH FLOW

07-01-2024	_ END06-30-2025
(same	as schedule 1 column 3)
\$ 2,634	
7,000	
\$9,63	4
\$9,570	0
\$9,57	0
\$65,1	55
§ 65,21	
\$	
·····	
\$15,7	95
\$15,8	88
·····	
§ 65,2	19
	\$2,634 7,000 \$9,63 \$9,57 \$65,1 \$65,21 \$33,5 \$15,7 \$15,8

UNITED STATES DEPARTMENT OF AGRICULTURE STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name Meservey Sanitary Sewer

Address 220 N Washington Ave Mason City, Iowa 50401

		ANNUAL BUDGET			
		BEG 07-01-2025	CURRENT YEAR		Actual YTD
(1)	PRIOR YEAR	-		l Data	(Over) Under Budget
OPERATING INCOME	Actual	END 06-30-2026	Current Quarter	Year To Date	Col. $3 - 5 = 6$
	(2)	(3)	(4)	(5)	(6)
					27.000
1. Users Fees		37,000		-	37,000
2	-				0
3					0
4					
5. Miscellaneous			·		0
6. Less: Allowances and Deductions					0
7. Total Operating Income (Add lines 1 through 6)	0	37,000	0	0	37,000
OPERATING EXPENSES					
8. Phone		1,450			1,450
9. Maint contract		8,000			8,000
10. Utilities		2,500			2,500
11. Misc Repairs		2,500			2,500
12. Water testing		500			500
13. Supplies		1,500			1,500
14. Permits		210			210
15. Interest		10,278			10,278
Depreciation		7,800			7,800
17. Total Operating Expense					
(Add Lines 8 through 16)	0	34,738	0	0	34,738
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	2,262	0	0	2,262
NONOPERATING INCOME					
19 Interest		16			16
20					0
21. Total Nonoperating Income (Add 19 and 20)	0	16	0	0	16
22. NET INCOME (LOSS)	_	0.053			0.050
(Add lines 18 and 21)	0	2,278	0	0	2,278
23. Equity Beginning of Period					0
24					0
25					
26. Equity End of Period (Add lines 22 through 25)	0	2,278	0	0	2,278
Budget and Annual Report Ap	pproved by Governing	•	Quarterly Reports (Certified Correct	
	Secretary	Date	I	appropriate Official	Date
				O OF MAN AND AND AND AND AND AND AND AND AND A	

PROJECTED CASH FLOW

For the Year BEG.	07-01-2024 END. 06-30-2025 (same as schedule 1 column 3)
A A A A A A A A A A A A A A A A A A A	NewAddress States Cold Colors and the
A. Line 22 from Schedule 1, Column 3 NET INCOME (LOSS)	3 - / - ·
Add	
B. Items in Operations not Requiring Cash:	7,800
1. Depreciation (line 16 schedule 1)	
2. Others:————————————————————————————————————	
C. Cash Provided From:	
1. Proceeds from Agency loan/grant	
2. Proceeds from others	
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities	
4. Decrease (Increase) in Accounts Receivable, Inventories and	
Other Current Assets (Exclude cash)	
5. Other:	
6.—————————————————————————————————————	
D. Total all A, B and C Items	\$10,078
E. Less: Cash Extended for:	
1. All Construction, Equipment and New Capital Items (loan & grant funds)	
2. Replacement and Additions to Existing Property, Plant and Equipment	
3. Principal Payment Agency Loan	\$9,743
4. Principal Payment Other Loans	
5. Other:	
6. Total E 1 through 5	\$9,743
Add	
F. Beginning Cash Balances	\$25,997
G. Ending Cash Balances (Total of D Minus E 6 Plus F)	<u>\$ 26,332</u>
Item G Cash Balances Composed of:	-
Construction Account	\$
Revenue Account	
Debt Payment Account	
O&M Account	¢10 063
Reserve Account	\$14,075
Funded Depreciation Account	1.2 222
Others:	
	06.220
Total - Agrees with Item G	\$ 20,332

<u>RESOLUTION</u> 2025 – 05A

Motion was made by Supervisor Latham and seconded by Supervisor Callanan that in accordance with the provisions of Section 12C.2, 2005 Code of Iowa, the following named banks be approved as official depositories for funds coming into the hands of the County Treasurer for the year 2025. The maximum amount to be deposited is listed opposite the name of each bank:

DEPOSITORY		<u>AMOUNT</u>
NSB Clear Lake Bank & Trust First Security U.S. Bank First Citizens Bank Farmers State Bank I.P.A.I.T. MBT Bank Peaks/Capital Management, LLC Bank lowa	Mason City, Iowa Clear Lake, Iowa Thornton or Charles City, Iowa Minneapolis, Minnesota Mason City, Iowa Ventura or Mason City, Iowa Des Moines, Iowa Clear Lake, Iowa Bloomfield Hills, MI West Des Moines, IA	\$20,000,000.00 \$20,000,000.00 \$5,000,000.00 \$5,000,000.00 \$60,000,000.00 \$20,000,000.00 \$20,000,000.00 \$3,000,000.00 \$20,000,000.00
County officials were authorized to	deposit funds in the amounts listed opposite the name o	f each bank:
OFFICE	DEPOSITORY	<u>AMOUNT</u>
Auditor	First Citizens Bank	\$ 2,000,000.00
Recorder	First Citizens Bank	\$ 200,000.00
Sheriff	First Citizens Bank U.S. Bank Cent Credit Union	\$ 500,000.00 \$ 150,000.00 \$ 100,000.00
County Conservation	First Citizens Bank	\$ 10,000.00
Motion passed with the vote there	on being as follows:	
AYES: Callanan, Ginapp, Watts NAYS: None ABSENT-NOT VOTING: None		
The foregoing resolution declared a	adopted this 28th day of April, 2025.	
	ATTEST:	
Chris Watts, Chairman	Bob Peshak	
Board of Supervisors	Deputy Auditor	



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement "Agreement" is entered into and effective and effect	ffective by and
between Cerro Gordo County	_(Employer) with a principal address
of 220 N Washington Avenue, Mason City, Iowa 50401	and ScriptSourcing, LLC
with the principal address of 6080 Falls Road, Suite 201 Baltimore, MD 21209	9.

The parties wish to enter into this Agreement to enable Covered Entity to meet applicable requirements of regulations issued under the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Rules"), and this Agreement shall be interpreted accordingly.

1. DEFINITIONS

- 1.1 General. The following capitalized terms, when used, but not otherwise defined, in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Unsecured Protected Health Information, and Use.
- 1.2 **Specific Definitions.** The following capitalized terms when used in this Agreement have the meanings indicated unless the context clearly requires otherwise:
 - a. Business Associate. "Business Associate" means ScriptSourcing.
 - b. Covered Entity. "Covered Entity" means any group health plans sponsored by Employer for which Business Associate provides services.
 - c. Electronic Protected Health Information (ePHI). "Electronic Protected Health Information (ePHI)" has the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - d. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - e. Protected Health Information or "PHI" means information that qualifies as protected health information under 45 CFR Section 160.103, limited to such information that qualifies as PHI with respect to Covered Entity.
 - f. Security Standards means the federal regulations issued as Health Insurance Reform: Security Standards and codified at 45 CFR parts 160, 162 and 164.

g. Service Agreement. "Service Agreement" means the Agreement between the Covered Entity and the Business Associate and any Schedule or Amendments thereto, including this Agreement.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees it will not Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Agreement. To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate agrees to maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all electronic PHI and to otherwise comply with applicable requirements of the Security Standards.
- c. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to that information by entering into an agreement with the subcontractor or other agent that satisfies the requirements of 45 CFR §164.504(e)(5). To the extent that a subcontractor or other agent of Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Business Associate, Business Associate will ensure that the subcontractor or agent agrees to comply with the applicable requirements of the Security Standards by entering into an agreement that complies with 45 CFR §164.314.
- f. If Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity to that PHI, to Covered Entity in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR §164.524. Business Associate shall not be obligated to provide any such information directly to any Individual or person other than Covered Entity.
- g. To the extent reasonably necessary for Covered Entity to comply with 45 CFR §164.524(c)(2), if Business Associate maintains PHI in an electronic format for any Individual, Business Associate agrees to provide, at the request of an Individual, and in the time and manner designated by the Individual, a copy of such information in the electronic format designated by the Individual to that Individual or, if clearly, conspicuously and specifically directed by the Individual to transmit an electronic copy of that information directly to an entity or person designated by the Individual. If electronic information described in the preceding sentence is not readily producible in the form and format requested by the Individual, it will be provided in a readable electronic form and format as agreed to by Business Associate and the individual, or, if no agreement is reached, in a hard copy format. Any fee charged by Business Associate to the Individual for providing such information (or a summary or explanation of such information) cannot exceed the amount described in 45 CFR §164.524(c)(4). Except as otherwise expressly provided in this paragraph, any information provided pursuant to this Section will comply with

the requirements of 45 CFR §164.524 as they apply to Covered Entity. If a request described in this paragraph is made by the Individual to Covered Entity instead of Business Associate, Business Associate agrees to work with Covered Entity to allow Covered Entity to respond to the request in accordance with §164.524.

- h. If Business Associate has PHI in a Designated Record Set, Business Associate agrees to make any amendment to such information that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity.
- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate agrees to provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with this paragraph, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- j. In conducting any electronic transaction that is subject to the Electronic Transaction Regulations on behalf of Covered Entity, Business Associate agrees to comply with all requirements of the Electronic Transaction Regulations that would apply to Covered Entity if Covered Entity were conducting the transaction itself.
- k. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or to the Secretary, within 30 days of a verified request, for purposes of the Secretary determining Covered Entity or Business Associate's compliance with the HIPAA Rules.
- I. To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware.
- m. To the extent that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses Unsecured PHI on behalf of Covered Entity, Business Associate agrees to notify Covered Entity of any Breach of such information. Such notification will comply with 45 CFR §164.410 including, to the extent possible, identifying each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach. In addition, the notice described in the preceding sentence will include all information that is reasonably available to Business Associate that Covered Entity would reasonably be expected to need to fulfill its legal obligations with respect to the Breach. If additional information described in the preceding sentence becomes available after the original notice is provided to Covered Entity, Business Associate agrees to promptly provide the additional information to Covered Entity as it becomes available.

Business Associate agrees to provide notice of the Breach without unreasonable delay and in no case later than 60 calendar days after Business Associate discovers the Breach. For purposes of the preceding sentence, Business Associate will be treated as discovering the Breach on the first day on which the Breach is known (or should reasonably have been known) to Business Associate (including any employee, officer or other agent of Business Associate other than the person committing the Breach). Whether a Breach has occurred will be determined in accordance with applicable regulations or other authoritative guidance issued pursuant to the HITECH Act. A delay in notification of a Breach that

qualifies as a "law enforcement delay" under 45 CFR §164.412 or other applicable guidance will not be treated as a violation of this Agreement.

- n. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- o. Business Associate agrees that it will make reasonable efforts to use, disclose, and request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except to the extent that neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Privacy Rule.

3. PERMITTED USES AND DISCLOSURES

- 3.1 *General Use and Disclosure*. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any applicable Service Agreement, provided that such Use or Disclosure would not violate the Privacy Rule or the Security Standards if done by Covered Entity. Business Associate is authorized by Covered Entity to use PHI to de-identify the information in accordance with 45 CFR §164.514(a)-(c).
- 3.2 Specific Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may:
- a. Use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities;
- b. Disclose PHI for the proper management and administration of Business Associate, provided that disclosures are (i) Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- c. Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1); and
- d. Provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices of Covered Entity that Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Standards if done by Covered Entity.

6. TERM AND TERMINATION

- 6.1 *Term*. This Agreement will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, when protections are extended to such information, in accordance with the termination provisions of this Article 6.
- 6.2 *Termination for Cause*. If Covered Entity becomes aware of a material breach of this Agreement by Business Associate, Covered Entity shall (1) provide an opportunity for the Business Associate to cure the breach or end the violation and terminate this Agreement (and any applicable portion of a Service Agreement) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or (2) immediately terminate this Agreement (and any applicable portion of a Service Agreement) if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

- a. Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of subcontractors or agents of Business Associate. Except as provided in paragraph (b) of this Section, Business Associate shall retain no copies of the PHI.
- b. If Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible and Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. MISCELLANEOUS

- 7.1 **Regulatory References**. A reference in this Agreement to a regulation or a statute means that regulation or statute as in effect and as amended at the time of reference and as interpreted pursuant to any applicable guidance provided by the Secretary or other responsible regulatory authority and any applicable case law.
- 7.2 **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and all subsequent laws and regulations bearing on the subject matter of this Agreement. The Parties

may agree to amend this Agreement from time to time in any other respect as they deem appropriate. This Agreement shall not be amended except by written instrument executed by Covered Entity and Business Associate.

- 7.3 **Survival**. The respective rights and obligations of Business Associate under Article 6 of this Agreement shall survive the termination of this Agreement.
- 7.4 *Interpretation*. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules. Also, nothing in this Agreement shall be construed to require Business Associate to violate its obligations to comply with any requirements of the Privacy Rule or the Security Standards that apply directly to Business Associate.
- 7.5 **Entire Agreement**. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this Agreement.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be executed by their duly authorized officers, effective as of the date first above written.

Covered Entity, by Employer, as Plan Administrator	Business Associate
Cerro Gordo County	ScriptSourcing, LLC
Ву:	Ву:
Print Name: Tom Meyer	Gary C. Becker
Title: Chief Administrative Officer	President
Date:	Date:



SERVICES AGREEMENT

This Services Agreement is entered into on

("ScriptSourcing") and Cerro Gordo County

RECITALS
The ScriptSourcing Program is a prescription advocacy, sourcing, and concierge service. Employer wishes to implement the ScriptSourcing Program to provide an alternative mail order generic and brand name prescription solution to health plan participants and beneficiaries that are deemed by ScriptSourcing and Employer to be eligible to participate (each a "Potential Recipient"). ScriptSourcing shall provide Employer with certain development, implementation and administration of services specified in, and subject to the terms of, this Agreement (collectively, the "Services").
In consideration of the mutual promises in this Agreement, Employer and ScriptSourcing agree as follows.
Section I. The Services
The Employer will select the specific subservices that it desires ScriptSourcing to establish under this Services Agreement. Please check the service(s) you'd like to make available.
International Pharmacy Program (IPP). Under this program, ScriptSourcing sources maintenance name brand and medications from four Tier 1 countries (Canada, United Kingdom, Australia, and New Zealand).
Manufacturer Assistance Programs (MAP). Under this program, ScriptSourcing works with manufacturers, foundations, and charities in an effort to source high-cost specialty medications at no or low costs.

- The Employer shall have the ability to add or remove services through separate agreement between the parties from time to time.
- 1) Program Development and Implementation Services. ScriptSourcing shall consult with Employer concerning the development of the ScriptSourcing Program and assist Employer in implementing ScriptSourcing. In addition, ScriptSourcing shall assist Employer and its benefit consultant, if any, in developing a Potential Recipient communication and education strategy. ScriptSourcing shall work collaboratively with any relevant parties on Employer's behalf (including Employer's Human Resources Department, benefit consultant, broker, etc.) to develop the ScriptSourcing Program with respect to Potential Recipients. Notwithstanding the preceding, ScriptSourcing and Employer agree that Potential Recipients are not required to use the ScriptSourcing Program.
- 2) Administration Services. During the term of this Agreement, ScriptSourcing shall provide Employer with administration services with respect to ScriptSourcing as more fully described below. Employer shall provide ScriptSourcing with all data and other information which shall be necessary or advisable, in ScriptSourcing's reasonable judgment, for ScriptSourcing to perform such administration services. All information obtained from Employer is confidential and ScriptSourcing shall not disclose such information to any third parties without the express written consent of Employer

unless such disclosure is reasonably necessary for purposes of administering ScriptSourcing or is required to be disclosed by law.

As part of the administration services performed under this Agreement, ScriptSourcing will:

- (a) Assist Employer with ScriptSourcing Program implementation, including:
- Member engagement
- Improved prescription compliance
- Custom videos
- Onsite promotion
- Web promotion
- Posters
- Social media
- (b) Consult with Employer concerning these aspects of ScriptSourcing:
- Quarterly formulary and prescription pricing audit & savings analysis
- Prescription expertise
- Prescription plan design
- Ongoing member education and plan promotion
- Target mail campaigns
- 3) [BROKER/AGENCY] App Powered by ScriptSourcing. Along with this Agreement, Employer was provided a summary (along with terms and conditions) of the App that may be available for use in connection with the ScriptSourcing Program. Employer shall have the ability to opt-in to the App if it desires by following the directions in that summary.

Section II. Employer Responsibility

- 1) Employer Responsibility. Employer acknowledges and agrees that ScriptSourcing's sole responsibility with respect to ScriptSourcing shall be to provide the Services expressly described in this Agreement. Employer shall bear sole and exclusive responsibility for all other aspects of its health plan. For example, unless specifically delegated to ScriptSourcing, Employer is responsible for maintaining eligibility and claims data, and informing ScriptSourcing of the same to the extent needed in order to allow ScriptSourcing to fulfill its responsibilities under this Agreement.
- 2) Compensation of ScriptSourcing. By implementing ScriptSourcing, Potential Recipients and Employer will realize certain savings resulting from a decrease in Employer's prescription plan costs. ScriptSourcing does not charge a setup fee for this service. Rather, for the Services described in this Agreement, if ScriptSourcing is able to successfully source medications, Employer shall initially pay ScriptSourcing 25% of the savings realized by Employer for the medication (the "Fee" or "Fees"). For purposes of this Agreement, ScriptSourcing generally will determine "savings" using one of the following methods, as determined by ScriptSourcing in its sole and absolute discretion: (1) the lowest price for the medication listed on GoodRx.com as of the date that ScriptSourcing is measuring the savings, or (2) the Employer's incumbent pharmacy benefit management ("PBM") cost of the medication.

Example: Assume that ScriptSourcing successfully obtains manufacturer cost assistance for a 90-day supply of Sovaldi, resulting in a \$0 copay for the employee and \$84,000 savings to the Employer. Also assume that the lowest cost listed on GoodRx.com for Sovaldi as of the date that ScriptSourcing is measuring savings is \$84,000. The Employer pays ScriptSourcing \$21,000 for its services.

Any specific method for unique scenarios identified in an Exhibit to this Agreement will supersede the foregoing paragraph, but only to the extent inconsistent with the terms of the Exhibit.

On a monthly basis, ScriptSourcing shall provide to Employer's third-party administrator an invoice containing a

calculation of the Fees payable to ScriptSourcing pursuant to this Agreement. Fees are payable within 30 days of the date of the invoice.

Finally, Employer understands that it has the responsibility to inform ScriptSourcing of all relevant information needed in order for ScriptSourcing to perform its duties under this Agreement, which includes promptly informing ScriptSourcing if a Potential Recipient ceases to be eligible for coverage under Employer's group health plan. If Employer fails to notify ScriptSourcing of a loss of eligibility under the plan, Employer shall be obligated to continue to pay the Fees under this paragraph, and ScriptSourcing shall continue to measure savings, as if the Potential Recipient remained eligible under the plan until such time as the Employer gives notification of the loss of eligibility. (For purposes of this paragraph, Employer shall be deemed to have provided "notice" of loss of eligibility if it has given ScriptSourcing access to eligibility information and ScriptSourcing has expressly assumes responsibility for making a reasonable determination of the same based on the information it has been provided.)

- 3) <u>Data Verification</u>. ScriptSourcing will monitor, track, and substantiate prescription claims through ScriptSourcing vendors and periodically provide a savings analysis to Employer.
- 4) <u>Nondisclosure</u>. The Nondisclosure Agreement previously entered into by ScriptSourcing, and Employer shall remain in full force and effect, notwithstanding this Agreement.
- 5) Capacity of ScriptSourcing; Release; Discretion. In performing its duties and obligations under this Agreement, ScriptSourcing is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, or trustee of the Plan. ScriptSourcing shall be entitled to rely upon and shall not be liable for any actions taken in reliance upon, any information provided by, and any oral and written representation of, Employer, any trustee of the Plan, any employee, dependent, or participant in the Plan or any other party to the extent that such reliance is not negligent in accordance with industry standards. ScriptSourcing shall not have any discretion or authority with respect to the control, handling, investment, or disposition of Plan assets (if any). ScriptSourcing is not, and shall not be deemed to be, an insurer, underwriter, or guarantor with respect to the Plan.
- 6) <u>Employer Acknowledgement</u>. Employer acknowledges and specifically agrees that it has read and understands the specific facts patterns set forth in <u>Exhibit A</u>.

Section III. Term and Termination

- 1) This Agreement shall commence on July 1 , 2025 (the "Effective Date"). The initial term of this Agreement shall be for one year, commencing on the Effective Date ("Initial Term"). Upon the expiration of the initial term, this Agreement will automatically renew for successive one-year periods unless either party provides to the other party written notice of its intent to terminate the Agreement as provided below.
- 2) Either party may terminate the Agreement upon 90 days' written notice to the other party.
- 3) Any termination of this Agreement is subject to termination of all products, services, and proprietary strategies introduced by ScriptSourcing. Termination of this Agreement shall not have any effect on Employer's confidentiality or other obligations under the Nondisclosure Agreement between the parties.
- 4) On the termination of this Agreement, all obligations of ScriptSourcing cease. However, Employer agrees to continue to pay ScriptSourcing the Fees outlined in this Agreement for so long as medications continue to be sourced through the ScriptSourcing Program.

With regard to MAP, Employer understands and expressly acknowledges that ScriptSourcing bases its fees on Employer participating in MAP for the full Initial Term in order to recoup costs and expenses associated with implementing the Program and Services and that Employer is responsible for MAP fees for the full Initial Term, regardless whether Employer terminates this Agreement during the Initial Term. Therefore, if Employer fails to participate in MAP for the full Initial Term, Employer understands and expressly acknowledges that ScriptSourcing will invoice Employer for the difference between the Fees in Section II.2 calculated for the full Initial Term and Fees paid by Employer to ScriptSourcing under Section II.2 up to and including the date Employer ceases participating in MAP. Employer understands and expressly acknowledges that Fees described in this paragraph are not a "penalty" for early termination of this Agreement.

Employer acknowledges the substantial amount of time, money, and effort that ScriptSourcing has spent and will spend in recruiting and building relationships with competent employees and service partners. Employer agrees that throughout the period during which this Agreement is in effect and for a period of two (2) years thereafter, Employer will not solicit, hire, or actively assist any other person or entity in soliciting, hiring, or engaging any employee or service provider of ScriptSourcing to provide the Employer with prescription drug sourcing, prescription drug advocacy, prescription drug concierge services, or the like.

5) On termination, Employer agrees to return to ScriptSourcing either before or immediately upon the termination of this Agreement any and all written information, materials or equipment which constitutes, contains or relates in any way to proprietary or confidential information of ScriptSourcing, and any other documents, equipment and materials of any kind relating in any way to the business of ScriptSourcing which are or may be in its possession, custody and control and which are or may be the property of ScriptSourcing whether or not confidential.

Section IV. Miscellaneous

- 1) <u>Notices</u>. Any notice under this Agreement shall be given by personal delivery, overnight carrier or by mail, registered or certified, or postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement.
- Waiver and Amendment. This Agreement may be modified, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 3) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida (notwithstanding any conflict-of-laws doctrines of Florida law). The Parties agrees and consent to be subject to the exclusive jurisdiction and venue of the appropriate courts located in Florida in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement.
- 4) <u>Severability</u>. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.
- 5) <u>Successors: Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party.
- 6) <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures had been on one document.
- 7) Not A Pharmacy and Not Responsible for Third Parties. Employer understands and agrees that ScriptSourcing is not a

Pharmacy or a medical provider of any kind and shall not offer medical opinions or give advice as to the suitability of any particular medication at any time. Further, although various third parties may be utilized in the operation of this Agreement, the identity of which are readily available at all times to Employer, ScriptSourcing shall not be liable for any actions or omissions of those third parties. Employer's sole recourse for any actions or omissions by a third party shall be against that third party.

8) Liability for Damages.

A. UNDER NO CIRCUMSTANCES SHALL SCRIPTSOURCING BE LIABLE TO EMPLOYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF EMPLOYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THE IMPLEMENTATION OF THE SCRIPTSOURCING PROGRAM, SERVICESOR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SCRIPTSOURCING MAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE POTENTIAL COST SAVINGS EMPLOYER WILL REALIZE BY IMPLEMENTING THE SCRIPTSOURCING PROGRAM OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCRIPTSOURCING SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE FINANCIAL BENEFIT TO EMPLOYER OF IMPLEMENTING THE SCRIPTSOURCING PROGRAM OR SERVICES.

9) No Legal Advice. ScriptSourcing is not a law firm and may not offer legal advice. Employer agrees to consult with, and rely on, its attorney with respect to any legal issues relating to the development, implementation or operation of the programs under this Agreement. Upon request, ScriptSourcing may make reasonable efforts to assist Employer or direct the Employer to resources to assist Employer in this respect.

The parties have executed this Agreement effective as of the date noted above.

ScriptSourcing, LLC
3301 Bonita Beach Road, Suite106
Bonita Springs, FL 34134
Ву:
Gary C. Becker, Founder and CEO
Employer
Ву:
Print Name & Title:Tom Meyer - Chief Administrative Officer



Exhibit A – Employer Acknowledgment of Administrative Processes

This Exhibit A is intended to set forth additional disclosures so that Employer fully understands specific fact patterns that could arise during the term of this Agreement.

During this engagement, ScriptSourcing intends to educate participants and the employer on its programs and solutions.

While ScriptSourcing offers the full concierge package that performs all of the enrollment and administrative items, participants and the employer from time to time may take certain actions in furtherance of ScriptSourcing's solutions, including but not limited to:

- self-enrolling in programs previously implemented by ScriptSourcing,
- filling out administrative forms from time to time,
- contacting particular vendors or providers directly that were identified by ScriptSourcing or related to the programs implemented by ScriptSourcing,
- contacting manufacturers directly that were identified by ScriptSourcing or related to the programs implemented by ScriptSourcing, or
- exercising independent judgment on particular medicines or treatments.

ScriptSourcing has found that participants and employers are more comfortable with an "open playbook," so ScriptSourcing attempts to educate as much as possible about the processes. ScriptSourcing does not prohibit these actions from occurring because to do so would result in participant and employer dissatisfaction.

However, it is vital to the agreement that Employer specifically acknowledge the above occurrences can happen and specifically agree that they will not impact the fees due under the Agreement.

With the above in mind, Employer acknowledges that any action by the Participant or the Employer (including, but not limited to, those identified above) will not result in a reduction of any fees under this Agreement, and 100% of the fees shall remain payable from the Employer to ScriptSourcing based on saving related to those actions.

Employer's signature below is intended to fully accept and acknowledge the fact pattern described in the terms set forth in this Exhibit A and understands its implications on fees owed under the Agreement.

Employer	
Ву:	
Print Name & Title:	Tom Meyer - Chief Administrative Officer



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ACCOUNT INFORMATION AND BINDER AGREEMENT

CERRO GORDO COUNT	YEMPLOYEES	7/1/2025	00017153	000070699
Account Legal Name		Effective Date	Account Key	Group Number
Physical Address	÷			
220 N WASHINGTON AV	E			
Address Line 1		Address Line 2		
MASON CITY		IA	504	01
City		State	Zip	
Billing Address (if	f different than physical	address)		
☐ Alternate Location		hecked, account acknow livered periodically to an for electronic billing at V	y third party service provi	up Statement der, can be viewed by
Address Line 1		Address Line 2		
City		State	Zip	
Authorized Health	Plan Representatives			
receive the minimum neces	representative is an employee of the ssary protected health plan informations of administering benefits for particesentatives.	on about the group	health plan's membe	ers in order to perform
7/1/2025				
Effective Date				
Name	Title	Email		Phone
Tom Meyer	Chief Admin Office r	tmeyer(©cgcounty.org	641-421-3075

Authorized Health Plan Representatives (continued) Name Title **Email** Phone **Producer Designation Designation of Primary Producer** Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer. 7/1/2025 Designation of Producer Effective Date TIMOTHY R JOHNSTON NATIONAL CORPORATE BENEFITS NAT00101 GROUP, INC., DBA KINGSTON LIFE AND HEALTH + Primary Producer Name Producer Firm Name Producer Number 1775 W LAKES PKWY WEST DES MOINES 50266 Producer Firm Address 1 City Zip Iowa State

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

Email

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:

timothyj@kingstonlifeandhealth.com

515-223-1114

Phone

- Member Maintenance/Update Member Information
- Employer Reports

Timothy Johnston

Primary Contact Name

- 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.

Producer Designation (continued)

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. No, I do not authorize my Consultant to access this information. Secondary Consultant Secondary Consultant Name **Email Address** Phone Authorization to Release Protected Health Information for Third-Party Explanation of **Benefits** Not Applicable **General Account Information** AMANDA KENNEDY 00000118 Wellmark Account Manager Rep ID# January July July X2H Contact Month Renewal Month Benefit Plan Year Month Unique Alpha Prefix **Employer Plan Type** ERISA - "Employee welfare benefit plan" as defined under ERISA (20 U.S.C. 1002(1)). A plan, fund, or program established or maintained by an employer or an employee organization for the purpose of providing participants, through purchase of insurance or otherwise, medical, surgical, or hospital care or benefits, or benefits in the event of sickness. accident, or disability, and which is not a "Church Plan", nor a non-federal government plan. ☐ Church Plan - A plan, as defined in 20 U.S.C. § 1002(33), established and maintained for its employees by a church or by a convention or association of churches which is exempt from tax under section 501 of Title 26. Non-Federal Government Plan - A plan established or maintained for its employees by the government of any state, political subdivision, or any agency or instrumentality thereof. including city, municipality, school district, water district, conservation district, Indian tribal government, or other similar government body, the participants of which are employees of such entity whose services are in the performance of governmental functions, not in the performance of commercial activities. Association

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

General Account Information (continued)

Form 5500 Plan Number			
Wellmark IS the Exclusive Carrie	er		
Blues Enroll			
Enrollment Method			
Open Enrollment Period*			
*Enrollment Period is the period in which sooner.	employees can enroll within a plan	n or plans, and/or when written application materials are provided to employees, if	
The account will hold an open en	rollment: X YES	NO	
If YES, fill in open enrollment per	iod dates:		
April 28, 2025	May 0, 2025		
Starting date	May 9, 2025 Ending date		
Funding Arrangement			
		Os to distribute. (If you modify or opt out of using the standard, able to retain or distribute your customized SBCs to your employees.)	
Self Funded	Wellmark	Weekly Draw with Month-end Settlement	
Funding Arrangement	Stop Loss Carrier	Self-Funded Payment Method	
Terminal Rider applies:	☐ YES 🏻 NO	O (If yes, Signed exhibit page attached.)	
		1.0	
Value Based Program elected:	☐ YES 🛛 No	9	
Carveout Rx Vendor	marganistic in the second seco		
Carveout Rx Veridor			
Product	,		
☐ Health ☐ Pharmacy ☐	Dental		
A group health plan may designa compliance with essential health Benchmark Exception for EHB?			
			_
Guarantees			
See Attached Exhibit(s)			
Not Applicable			
(5) 18.1			

Health Care Management Services

Not Applicable

Representation of Grandfathered Status under the Affordable Care Act

Not Applicable

Plan Year Designation

Your group health plan's designated plan year is significant for the implementation of ERISA, HIPAA, and ACA-provisions and guidelines. If no Plan Year Start Date is indicated, the plan year will default to the benefit year used under the plan, typically Jan. 1.

July	
ACA Plan Year Month	Document Source*

Common Credible Document Sources:

- * 5500 Form (5500 Form must be filed for Health Plan)
- * 509 (a) Certificate filed by self-funded public bodies
- * Summary Plan Document (SPD) if Plan Year is defined
- * CMS Disclosure Form (if there is no contradictory Plan Year information within other Plan documents)

COBRA

Not Applicable

^{*} Provide Document Source if Plan Year does not begin on the effective date of the annual renewal period.

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 lowa 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 lowa 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 lowa Law.

	Tom Meyer	
By (sign here)	Printed Name	
Chief Administrative Officer		
Title	Date	

, (-3)	T TIMOG TRAINS	
Chief Administrative Officer		
Title	Date	
For Internal Use Only		
IA	Renewal-Benefit Change	

ACCOUNT:





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

New Group: Group #			
Coverage Effective Date:	1	1	

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 - Employe	r Information
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Part A - Employer Informatior	1			
Please complete a separate co earnings to the Internal Reven information on terms shown ir	ue Service (IRS). See the Medi	loyer Tax Identification Number yo care Secondary Payer Definitions	ou use to report e page (M-1756) f	mployee or more
	umber: 4 2 6 0 0	4 9 4 9		
Croup Number (Denousing Cro	000070699-0002	000070699-0003;000070699-00	10·	
			10,	· · · · · · · · · · · · · · · · · · ·
	RDO COUNTY EMPLOYEES	5		
Employer Address: 220 N WA	ASHINGTON AVE			
City: MASON CITY		State: IA	Zip	: 50401
Contact Person: Teem Meye	I Tom Meyer	_ E-mail Address (optional): tmey		
Telephone Number: 515-421	-3075	_ E-mail Address (optional): tmey	er@cgcounty.org	9
		ny employee who was covered und on plan) during the previous calen		☐ Yes 🔀 No
intermittent, leased and/o	or seasonal employees, not just dar year? If no, in the event you	dar weeks (this includes all full-tir those eligible or enrolled employe experience a change, you must n	es) during the	X Yes ☐ No
	ased and/or seasonal employed	of your business days (this include es, not just those eligible or enrolle		⊠ Yes ☐ No
employer in group, i.e., M		mployer group health plan (more tl iation) during the previous calend ultiple employer plan?		☐ Yes 🔀 No
Name:				
Address:	4			
City:	State:	Zip:		
the previous calendar year		nmonly controlled group of organiz	ations during	☐ Yes 🔀 No
Name:		Name:		
Address:		Address:		
City:	_State: Zip:	City:		
Part B - Employer Certification	on			
I certify that the information Medicare Secondary Payer st	provided is accurate and truthf atus of <i>Medicare-</i> enrolled <i>emp</i>	iul. All information will be used to i <i>loyees.</i>	dentify the	
Signature			Date	
Send completed MSP form base				
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:	SD Small Groups i benefit change	renewing with no
Submit this completed MSP form with group's health plan new or renewal paperwork	Submit this completed MSP form with group's health plan new or renewal paperwork		Send this complet Wellmark, Inc.	

Des Moines, IA 50306-9232

Sioux Falls, SD 57117-5023





Wellmark Blue Cross and Blue Shield is an Independent Lipensee of the Blue Cross and Blue Shield Association

Self Funded FINAL Alternate Rates

Stop Loss Terms

Enrollment

Group Name:

Cerro Gordo County Employees

Account Key:

00017153

Rating Period:

Alternate Benefit Offering

07/01/2025 to 06/30/2026

OBS #2515-145 / #2515-146 Alliance Select Deductible: \$1,500/\$2,500 Coinsurance: 20% / 30% OPM: \$3,000/\$5,000 Office Visit Copay: \$0 BlueRx Value Plus Deductible: \$1,500/\$2,500 Coinsurance: 20%/20%/20%	. (MV1) 	109 Si 130 Fa 239 To	amily	2 (2)	4 egate Option: No ns: Weekly Draw
	Level		Fee/	Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$95,000			\$350.91	\$1,006,410
Aggregate Stop Loss	125%			\$5.36	\$15,372
Administrative Fees - Health	w/weekly settlement			\$50.18	\$143,916
Administrative Fees - PBM				\$1.10	\$3,155
	Consultant Fee			\$15.75	\$45,171
5	Total Administrative Fees			\$423.30	\$1,214,024
Network Access Fee				\$9.78	\$28,049
		Single	Family		Annual Projection
Expected Claims		\$782.45	\$1,956.13		\$4,075,007
Administrative, NAF & Stop Lo	oss Fees	\$238.50	\$596.25		<u>\$1,242,108</u>
Estimated Suggested Rates*		\$1,020.95	\$2,552.38		\$5,317,115
Attachment Points		\$978.07	\$2,445.18		\$5,093,796
Administrative, NAF & Stop Lo	oss Fees	\$238.50	<u>\$596.25</u>		<u>\$1,242,108</u>
Estimated Maximum Liability to	o Fund*	\$1,216.57	\$3,041.43		\$6,335,904
*Actual results may vary. Also, rai Individual Stop Loss includes cove Aggregate Stop Loss includes cov	erage for Health and Drug and	d is based on a life	etime maximum of	unlimited.	
Employer Signature:			Date:		

Comments:



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

Self Funded FINAL Alternate Rates

Group Name: Cerro Gordo County Employees

Account Key: 00017153

Rating Period: 07/01/2025 to 06/30/2026

Minimum Value Assessment

MV1: Benefit MEETS minimum value requirements

MV2: Benefit DOES NOT MEET minimum value requirements

MV3: Benefit CANNOT BE CERTIFIED by Wellmark

Employer or group health plan is solely responsible for establishing employee compensation and employee health plan contribution amounts. When Minimum Value Assessment does not meet requirements or cannot be certified, the employer or group health plan must offer an alternative plan option to its eligible employees which meets minimum value requirements. Failure to offer a plan option that meets minimum value may result in penalties under 26 U.S.C. §4980H of the Internal Revenue Code. The Employer or group health plan is solely responsible for any penalties arising from the failure to offer minimum essential coverage that meets both minimum value and affordability requirements. Wellmark makes no representations regarding plan affordability or the eligibility of employees or related individuals for premium tax credits under 26 C.F.R. § 1.36B-2.

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 third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is not more than 17% of the recovered amount, except that the service fee for recoveries under the recovery vendor's mass tort recovery program is not more than 20% of the recovered amount. These fees are subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the 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 recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.



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



Self Funded FINAL Alternate Rates

Group Name:

Cerro Gordo County Employees

Account Key:

00017153

Rating Period:

07/01/2025 to 06/30/2026

Alternate Benefit Offering	Enrollment	Stop Loss Terms
OBS #2515-149 / #2515-150 (MV1)	109 Single	Contract: 12/24
Alliance Select	130 Family	Monthly Aggregate Option: No
Deductible: \$3,000 / \$6,000	*	Payment Terms: Weekly Draw
Coinsurance: 0%/0%		
OPM: \$3,000 / \$6,000	239 Total	
Office Visit Copay: \$0	,	90
BlueRx Value Plus		
Deductible: \$3,000/\$6,000		

	Level		Fee	/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$95,000			\$350.91	\$1,006,410
Aggregate Stop Loss	125%			\$5.36	\$15,372
Administrative Fees - Health	w/weekly settlement			\$50.18	\$143,916
Administrative Fees - PBM	•			\$1.10	\$3,155
	Consultant Fee			\$15.75	\$45,171
	Total Administrative Fees			\$423.30	\$1,214,024
Network Access Fee				\$9.78	\$28,049
		<u>Single</u>	<u>Family</u>		Annual Projection
Expected Claims		\$650.90	\$1,627.25		\$3,389,887
Administrative, NAF & Stop I	oss Fees	\$238.49	\$596.23		\$1,242,064
Estimated Suggested Rates'	•	\$889.39	\$2,223.48		\$4,631,951
Attachment Points		\$813.62	\$2,034.05		\$4,237,333
Administrative, NAF & Stop I	oss Fees	\$238.49	\$596.23		\$1,242,064
Estimated Maximum Liability	to Fund*	\$1,052.11	\$2,630.28		\$5,479,397
*Actual results may vary. Also,					
Individual Stop Loss includes co	verage for Health and Drug and	is based on a life	etime maximum of	unlimited.	
Aggregate Stop Loss includes of	overage for Health and Drug. Th	e maximum Agg	regate reimburser	nent is unlimited.	
Employer Signature:			Date:		

Comments: These rates are Compatible Health Savings Account (HSA) Benefits and do not include the employer/employee funded HSA account funding or the cost of the administration of these accounts.



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Group Name: Cerro Gordo County Employees

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Rating Period: 07/01/2025 to 06/30/2026

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between Wellmark, Employer and Consultant.

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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.

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ACCOUNT INFORMATION AND BINDER AGREEMENT

CERRO GORDO COUNTY EMPLOYEES	7/1/ <u>2025</u>	00017153	000058252
Account Legal Name	Effective Date	Account Key	Group Number
Physical Address			
220 N WASHINGTON AVE			
Address Line 1	Address Line 2	Note that the second se	STATE OF THE PARTY
MASON CITY	IA	504	01
City	State	Zip	
accol	emium invoice, delivered periodically to any unt, by registering for electronic billing at W		or, can be viewed by
Address Line 1	Address Line 2	Address Line 2	
City	State	Zip	
Customer Contacts			
Administrative (executive contact)	Phone	Fax	
	Email	Email	
Billing (recipient of bills)	Phone	Fax	
	Fmail		

Customer Contacts (continued) Tom Meyer 641-421-3075 Phone Correspondence (Benefit Decision Maker) Fax tmeyer@cgcounty.org Email Primary Decision Maker Fax Phone Email Primary Decision Maker Phone Fax Email **Authorized Health Plan Representatives** An authorized health plan representative is an employee of the Account (not the Producer) 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. N/A Effective Date Name Title Email Phone **Producer Designation** No Consultant Designated Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer. N/A Designation of Producer Effective Date

Producer Firm Name

Producer Number

N/A

Primary Producer Name

Producer Designation (continued) N/A Producer Firm Address 1 City Zip State N/A 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. ☐ No, I do not authorize my Consultant to access this information. Secondary Consultant Secondary Consultant Name **Email Address** Phone N/A

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

Not Applicable

General Account Information

AMANDA _ KENNEDY	00	0000118			
Wellmark Business Developer	Re	p ID#	Wellmark Retention Account Manager		Rep ID #
November	January				
Contact Month	Plan Year Month		Unique Alpha Prefix	SIC Code	
Employer Plan Type	☐ ERISA ☐ Church Plan ☐ Non-Federal C	Government Plar	1		
N/A					
Association					
N/A		,			
Form 5500 Plan Number					
Wellmark IS the Exclusive C	arrier				
Paper					
Enrollment Method	1500				
N/					
Current Carrier / TPA		The state of the s			
Open Enrollment Perio	od*				
*Enrollment Period is the period in v sooner.	vhich employees can enr	roll within a plan or p	lans, and/or when written application mat	erials are provide	ed to employees, if
The account will hold an ope	n enrollment:	YES 🛛 NO)		
If YES, fill in open enrollmen	t period dates:				
N/A	N/A				
Starting date	Ending date				
			o distribute. (If you modify or opt out o to retain or distribute your customized SB		
Fully Insured			Management of the control of the con		
Funding Arrangement	Stop Loss Carrier		Self-Funded Payment Method		
Product ⊠ □ Health Pharmacy	□ Dental				

Guarantees See Attached Exhibit(s) Not Applicable **Health Care Management Services** Not Applicable Representation of Grandfathered Status under the Affordable Care Act Not Applicable **Plan Year Designation** Your group health plan's designated plan year is significant for the implementation of ERISA, HIPAA, and ACA-provisions and guidelines. If no Plan Year Start Date is indicated, the plan year will default to the benefit year used under the plan, typically Jan. 1. N/A N/A ACA Plan Year Start Date Document Source* * Provide Document Source if Plan Year does not begin on the effective date of the annual renewal period. Common Credible Document Sources: * 5500 Form (5500 Form must be filed for Health Plan) * 509 (a) Certificate filed by self-funded public bodies * Summary Plan Document (SPD) if Plan Year is defined * CMS Disclosure Form (if there is no contradictory Plan Year information within other Plan documents) COBRA

Not Applicable

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'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 lowa 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 lowa 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 lowa Law.

	Tom Meyer	
By (sign here)	Printed Name	tuinitel lauren
Chief Administrative Officer		
Title	Date	
For Internal Use Only		
	New Group - EGRP	
EGRP		
LOIN		

Notes

ACCOUNT:

Program F

△ DELTA DENTAL

CERRO GORDO COUNTY Group # 32445 Contract Period 07/01/2025 Through 06/30/2026 Financial Exhibit Delta Dental PPO[™]

	Enrollment at Rene	wal	Enrollment as of Previous F	Renewal			
	Single	60	Single	69			
	Two Person	23	Two Person	21			
	Family	43	Family	35			
	Total	126	Total	125			
١,			Current Rates		1		
'	Effective 07/01/2024 through (06/20/2025	Current Rates		<u>J</u>		
	Effective 07/01/2024 timough t	16/30/2023	Projected	Annual Expense			
	Single	\$45.94		132,804		Annual trend used in renewal pricing	3.5%
	Two Person	\$92.00	•	,		Annual trend about in renewal pricing	3.370
1	Family	\$144.06					
Ι.					_		
			Renewal Rates]		
	Effective 07/01/2025 through	06/30/2026				Renewal Percentage Change	3.5%
			Projected	Annual Expense			
	Single	\$47.56	\$	137,460			
	Two Person	\$95.22					
1	Family	\$149.10					
	Insured rates include standard	broker comm	missions				
				-			
Percent of F	Premium Contributed by Employe	r: Single	% Emp/Spouse% Emp/Child(ren)% Family	%		
Total Emplo	yees Enrolled:		-	atal Caralana a Siiaikla			
TOTAL EMPIO	ryces Enrolled;		1	otal Employees Eligible:			
Signature o	f Group Administrator			E-Mail Address		Date	
	and return to fax # 888-337-5157			C-Mail Addless		Date	

DELTA DENTAL OF IOWA

CERRO GORDO COUNTY ORDINANCE 38B

AN ORDINANCE REPEALING ORDINANCE 38A - INFLUENZA PREPAREDNESS AND **RESPONSE ORDINANCE, ADOPTED JULY 26, 2005**

Be it Enacted by the Board of Supervisors of Cerro Gordo County, Iowa:

Section 1. - Amendment. The Cerro Gordo County - Ordinance No. 38A, adopted on July 26, 2005, is hereby amended by repealing the ordinance in its entirety.

Section 3 - Effective Date. This ordinance shall be in effect after its final passage, approval and

publication as provided by law.
Approved by the Cerro Gordo County Board of Health on the 10th day of April, 2025.
Chairperson, Cerro Gordo County Board of Health
First Consideration: April 28, 2025 Second Consideration: Waived Third Consideration: Waived
Passed and approved this day of, 2025.
AYES – NAYS – ABSENT/NOT VOTING –
Adopted by the Cerro Gordo County Board of Supervisors
Chairperson Chris Watts Board of Supervisors
ATTEST:
Bob Peshak, Deputy Auditor

CERRO GORDO COUNTY DOCK PERMIT

County Site ID: $\underline{26P}$

DNR Number: 17-0726-2

Location: Bayberry Avenue Subdivision: Ventura Heights

Subdivision	n: Ventura Heights
Limitations: Approved Length (Ft): 200 Setback Waiver: No "T" or "L" Allowed: Yes Max Length (Ft): 20 (Incl. the width of the dock) Hoists: Number Permitted: 8 More than one hoist per assignee is permitted. Hoists shall be placed on only one side of the dock, perpendicular to the dock. Conditions: This permit is granted subject to all rules and regulations of the lowa Department of Natural Reources and the Dock Assignment Policy adopted by the Cerro Gordo County Board of Supervisors. No dock, hoist, or moored vessel shall be placed closer than 5 feet to an adjacent property line projected into the lake. This permit does not constitute a property right to any assignee on this dock.	Requirements: Certificate of Liability Insurance filed for each assignee. Appropriate fee filed A 16 \$250 dock fee x 8 assignments 2 2000\$ 2,000 Total Fee Zoning Administrator Recommendation: Approval Denial Date: 4.3.45 Board of Supervisors Action: Approval Permit is granted and the above-listed participating assignees are assigned to this dock, pursuant to the rules and regulations of the lowa Department of Natural Resources and the Cerro Gordo County Dock Assignment Policy, and the conditions stated herein. Denial Signed: Chairman, Cerro Gordo County Board of Supervisors Date: For Office Use Only:
Assignees: Reg. Num 2602AG A018BK P184AU Roberts grandfathered for multiple assignment assignment at 190GG Randell Roberts (grandfathered), Darrell Cotton assignment at 190GG Roxanne Murphy, Angel Dietrich (daughter), Roxanne Murphy grandfathered for multiple assignment at 190GAH	ents; designated user cents ce

CERRO GORDO COUNTY DOCK PERMIT

County Site ID: 60P

DNR Number: 17-0760-2

Location: Hackberry St Subdivision: Oakwood Park

Subdivision	I. Cakwood Falk
Limitations: Approved Length (Ft): 112 Setback Waiver: No "T" or "L" Allowed: No Hoists: Number Permitted: 4 One hoist per assignee is permitted. Hoists may be placed on both sides of the dock, parallel to the dock. Conditions: This permit is granted subject to all rules and regulations of the lowa Department of Natural Reources and the Dock Assignment Policy adopted by the Cerro Gordo County Board of Supervisors. No dock, hoist, or moored vessel shall be placed closer than 5 feet to an adjacent property line projected into the lake. This permit does not constitute a property right to any assignee on this dock.	Requirements: Certificate of Liability Insurance filed for each assignee. Appropriate fee filed \$250 dock fee x 4 assignments \$1,000 Total Fee Zoning Administrator Recommendation: Approval Denial Date: Board of Supervisors Action: Approval Permit is granted and the above-listed participating assignees are assigned to this dock, pursuant to the rules and regulations of the lowa Department of Natural Resources and the Cerro Gordo County Dock Assignment Policy, and the conditions stated herein. Denial Signed: Chairman, Cerro Gordo County Board of Supervisors Date: For Office Use Only:
Assignees: Reg. Num 9653BH Jeff Reininga & Kristi Kiefer, Madison Reinin 7871AU Royal McNeese 5892BX Scott Halbur, Clear Lake Cabins LLC 0943BW Tim & Rachelle Bonert,	ega(daughter) Hayden



Cerro Gordo County Engineer

17274 Lark Ave.,

Mason City, Iowa 50401

(641) 424-9037 Fax (641) 424-9058

Brandon Billings, P.E. Assistants: Andy Swinton and Spencer Nielsen Administrative Assistant: Michele Eicklenborg

Board of Supervisors,

I want to present my DOT 5 year plan and DOT budget for approval. I have to have it approved before April 30th.

SECONDARY ROADS FIVE YEAR PROGRAM lowa Department of Transportation

County: Cerro Gordo County

Fiscal Year: 2026

Version: Original

COUNTY CERTIFICATION	
The detailed construction program for the secondary road system was adopted by the Board of Supervisors on	Date
ATTESTED	
County Auditor	Date
County Engineer	Date
Chairperson, Board of Supervisors	Date
IOWA DOT PROGRAM APPROVALS	
Recommended Approval:	
OLS Reviewer	Date

Generated on 4/21/2025 11:23 PM

Date

						Accomp		Priority	Priority Years		
						מ	181	Zud	sra	4th	
Project Number	Location	AADT	Status	Day Labor							Total
Project Name	Description of Work	Length	E .	Type of Work			FΥ	FΥ	FΥ	FΥ	
Project ID	Section / Lownship / Range	rederal ID	Iranster	Project Type		9707	7707	2028	2029	2030	
FM-C017()55-17	On S34, from 150th st N	320	Previous	\$0	Local						\$2,000
S34 Overlay	approx. 6 miles to B43	6.000 miles		1509 Pavement	FM	2,000					
e				Rehab							
12009				FM	Special						
					FA						
					SWAP						
BRS-C017(125)60-17	On S 56, Over creek, from	906	Previous	\$0	Local						\$400
H-29-B-27	Highway 218 S approx. 0.6	0.100 miles		2021 Bridge	FM						
	miles to Culvert, S29 T96 R19			Replacement							
47251				FA	Special						
					FA	320					
	29 / 96 / 19				SWAP	80					
BRS-C017(123)60-17	On B 60, Over BEAVER DAM	700	Previous	\$0	Local						\$731
N-12-A-12	CREEK, S12 T94 R21	miles		2021 Bridge	FM						
				Replacement							
53359		105420		FA	Special						
					FA	585					
	12 / 94 / 21				SWAP	146					
STP-S-C017(252)5E-17	On S56, from B-47 North to	710	Previous	\$0	Local						\$3,150
S56 fr 190th to MC	Mason City city limits	6.660 miles		366 HMA Paving	FM	1,000					
47256				FA	Special						
					FA	2,150					
					SWAP	٠					

						Accomp	1st	Priorit 2nd	Priority Years 2nd 3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
FM-C017()55-17 Slope stabilization 55061	On S56, Slope stabilization between Plymouth south CL and 325th St.	1561 0.100 miles	Previous	\$0 311 Right of way FM	Local FM Special FA		1,000				\$1,000
	8/97/19				SWAP						8
BROS-1372(624)-8J-17	In the city of Clear Lake, On	95	New	\$0	Local						\$1,500
F-6-C-13 - Clear Lake Bridge 57533	Z/5th street, Over WILLOW CREEK, from Grouse E 0.2 miles S6 T96N R21W	miles 106310		320 Bridges FA	Special						
	The City of Clear Lake received authorization to use up to \$1,500,000 in city bridge funds				FA		1,500				
	6 / 96N / 21W				SWAP						
FM-C017()55-17	On S25, from B65 approx. 4.5	610	Previous	\$0	Local						\$1,750
S25 Overlay	miles to B55	5.000 miles		366 HMA Paving	FM			1,750			
12008		11280		Local	Special						
	Overlay S33 from Swaledale to Franklin County				FA						
					SWAP						
LFM-S25(251)7X-17	On S25, from 120th st S	15	Previous	\$0	Local			009			\$600
S25 South of Thornton	approx. 2 miles to County Line	2.000 miles		366 HMA Paving	FM Special						
					FA						
					SWAP						

						Accomp		Priorit	Priority Years		
						Year	1st	2nd	3rd	4th	
Project Number	Location	AADT	Status	Day Labor							Total
Project Name Project ID	Description of Work Section / Township / Range	Length Federal ID	FM Transfer	Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
LFM-B35(252)7X-17	On B35, from East Mason City	24	Previous	\$0	Local			500	0		\$500
B35 Hwu 65 to Rail road ROW		0.540 miles		367 PCC Paving	FM						
49833	Railroad ROW			Local	Special						
					FA						
					SWAP						
L73-17	On 200TH ST, Over E BR	16	Previous	\$0	Local			200	0		\$500
J-17-A-32	BEAVER DAM CREEK, S17	miles		332 Box	FM						
	T95 R20			Culverts							
55052		105750		Local	Special						
					FA						
	17 / 95 / 20				SWAP						
LFM-D20A12(273)7X-17	On B 20, Over WINNEBAGO	944	Previous	\$0	Local				1,800	_	\$1,800
D-20-A-12 B20 East of S14	RIVER, S17 T97 R22	miles		320 Bridges	FM						
49836		106950		Local	Special	٠					
					FA						
	17 / 97 / 22				SWAP						
L-260th(275)73-17	On 260th st, from East Mason	15	Previous	\$0	Local				1,750	_	\$1,750
260th pave/patch	City Limits E approx. 4.5 miles	4.480 miles		366 HMA Paving	FM						
49838	to Floyd County Line			Local	Special						
					FA						
	8/96/19				SWAP						

					1	Accomp		Priority	Priority Years		
						Year	1st	2nd	3rd	4th	
Project Number	Location	AADT	Status	Day Labor						-	Total
Project Name	Description of Work	Length	FM	Type of Work		FY		FΥ	FΥ	FΥ	
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund 2	2026	2027		2029	2030	
L-B65(243)73-17	On Pheasant and 120th St,	24	Previous	\$0	Local					3,500	\$3,500
Pheasant rebuild South	from Rockwell City limits S 2.5	2.520 miles		366 HMA Paving	FM						
49828	miles to Hwy 65	18860		Local	Special						
					FA						
					SWAP						
LFM-119-7X-17	On B 30, Over IANR RR, S12	2617	Previous	\$0	Local					1,800	\$1,800
H-12-C-25 Nora Springs Bridge	T96 R19	miles		320 Bridges	FM						
49835		18850		Local	Special						
	this project is on hold for the				FA						
	been updated to reflect that in										
	I PMS development. 12 / 96 / 19				SWAP						
L-H35D51(274)73-17	On WREN AVE, Over	29	Previous	\$0	Local					1,800	\$1,800
H-35-D-51 South of Claybanks	NEBAGO RIVER, S35 "	F96 miles		320 Bridges	FM						
49837	R19	106180		Local	Special						
					FA						
	35 / 96 / 19				SWAP						

Fund	2026	2027	2028	2029	2030
SWAP	\$226,206	\$0	\$0	\$0	\$0
MH	\$3,000,000	\$1,000,000	\$1,750,000	\$0	\$0
Local	\$0	0\$	\$1,600,000	\$3,550,000	\$7,100,000
FA	\$3,054,826	\$1,500,000	\$0	\$0	\$0

Iowa Department of Transportation

SECONDARY ROADS BUDGET

County: Cerro Gordo County
Fiscal Year: 2026
Version: Original

Approval:	Recommended Approval:	IOWA DOT BUDGET APPROVALS	Chairperson, Board of Supervisors Date	County Engineer Date	County Auditor Date	ATTESTED	This Secondary Road Budget was adopted by the Board of Supervisors on Date	COUNTY CERTIFICATION

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years	rior Years	Estimated Receipts	ceipts
		2 nd Prior	1 st Prior	Current	Next
		FY 2023	FY 2024	FY 2025	FY 2026
1. County Auditor's Beginning Balance	(b)	\$6,356,163.51	\$5,676,987.48	\$5,394,724.82	\$3,903,985.17
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$2,680,000.00	\$2,600,000.00	\$2,600,000.00	\$2,800,000.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$1,212,779.91	\$1,279,273.91	\$1,200,000.00	\$1,200,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$4,216,210.51	\$4,280,066.75	\$4,037,625.00	\$4,292,586.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$57,183.56	\$58,597.87	\$55,174.35	\$58,285.69
3c. Time 21		\$490,234.70	\$486,436.76	\$479,161.00	\$479,154.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$55,218.03	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund. (Section 309.10)	ocal Secondary Fund. (Section 309.10)	\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)	(Section 309.10 - Code of Iowa)	\$2,431.15	\$1,808.79	\$0.00	\$0.00
licensesAndPermits	ermits	\$18,897.95	\$38,271.71	\$18,000.00	\$18,000.00
Receipts usedMaterial		\$1,865.90	\$4,605.80	\$1,800.00	\$2,000.00
Donations, sale of used materials, Special Assessments, etc					
Itemized for 2026 All Other		\$8,874.46	\$1,014,905.95		
9. Total Miscellaneous Receipts		\$29,638.31	\$1,057,783.46	\$19,800.00	\$20,000.00
10. TOTAL RECEIPTS		\$15,044,641.65	\$15,496,173.05	\$13,786,485.17	\$12,754,010.86
 Road Use Tax Funds or other local funds r to be transferred to FM fund for construction. 	 Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction. 	0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years	s Prior Years	Estimated Expenditures	nditures
	Prior 2	Prior 1	Current	Next
70X * Administration and Engineering	FY 2023	FY 2024	FY 2025	FY 2026
700 Administration Expenditures	\$164,736.10	\$175,089.54	\$194,100.00	\$209,100.00
701 Engineering Expenditures	\$437,136.34	\$475,054.79	\$508,900.00	\$517,400.00
TOTAL ADMINISTRATION AND ENGINEERING	\$601,872.44	\$650,144.33	\$703,000.00	\$726,500.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM fundsSee Accomplishment Year projects)	\$1,642,086.15	\$2,262,460.90	\$1,600,000.00	\$1,000,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$128,077.87	\$71,035.68	\$146,000.00	\$146,000.00
711 Roads (4250, 460, 480)	\$2,542,247.24	\$2,315,910.31	\$2,728,500.00	\$2,876,648.00
712 Snow and Ice Control (520)	\$550,669.32	\$347,953.95	\$788,000.00	\$788,000.00
713 Traffic Controls (590)	\$367,746.25	\$335,991.73	\$370,000.00	\$320,000.00
714 Road Clearing (490)	\$82,298.40	\$123,158.62	\$97,000.00	\$97,000.00
TOTAL ROADWAY MAINTENANCE	\$3,671,039.08	\$3,194,050.29	\$4,129,500.00	\$4,227,648.00
72X * General Roadway				
720 New Equipment (610)	\$619,054.69	\$1,541,838.69	\$1,020,000.00	\$900,000.00
721 Equipment Operations (620, 630, 650)	\$2,290,282.44	\$2,108,203.89	\$2,167,500.00	\$2,242,100.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$159,603.98	\$71,122.94	\$112,500.00	\$112,500.00
723 Real Estate and Buildings (800)	\$383,715.39	\$273,627.19	\$150,000.00	\$120,000.00
TOTAL GENERAL ROADWAY	\$3,452,656.50	\$3,994,792.71	\$3,450,000.00	\$3,374,600.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$9,367,654.17	\$10,101,448.23	\$9,882,500.00	\$9,328,748.00
County Auditor's balance at end of fiscal year	\$5,676,987.48	\$5,394,724.82	\$3,903,985.17	\$3,425,262.86
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$15,044,641.65	\$15,496,173.05	\$13,786,485.17	\$12,754,010.86